



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext 1100 • FAX (508) 839-4602

www.grafton-ma.gov

BOARD OF SELECTMEN
MEETING AGENDA
February 5 2019
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

ANNOUNCEMENTS

1. SCHEDULE

- a) Pole Petition: Adams Road
- b) Pole Petition: Milford Road
- c) FY20 Budget Presentation

2. RESIGNATIONS

- a) Conservation Commission – Nathan Jaffer
- b) Grafton Library Board of Trustees – Kristi Lutjelusche
 - * Vote to accept resignation and vote to add to the May Election ballot

3. APPOINTMENTS

Board of Selectmen

- a) Capital Improvement Planning Committee – Colleen Roy

4. NEW BUSINESS

- a) Naming of the 122A Bridge – Mill Village/before Cross Street
- b) Conference Room F Lighting Project – Robert Berger
- c) One Day Beer and Wine License (s) – Cummings School of Veterinary Medicine (Tufts)
- d) Sutton LLC – 58 Follette Street, Grant of a Conservation Restriction
- e) Sign Land Transfer Document, Pine Street

- f) Vote to sign Historical Survey and Planning Grant Application, Grafton Historical Commission
- g) Change Order Spending Limit Threshold for DPW & Library Building Projects
- h) Vote to Ratify Police Contract (Executive Session)

5. SELECTMEN REPORTS / TA REPORTS

6. CORRESPONDENCE

7. DISCUSSION

- a) Town Administrator Evaluation

8. MEETING MINUTES

- a) Board of Selectmen - January 15, 2019 & January 22, 2019

EXECUTIVE SESSION

MGL Chapter 30A, Sec. 21(3)

Litigation Update

Litigation Strategy

Union Negotiations

Land Negotiation

Non Union Negotiations

Strategy for Negotiations

Minutes

ADJOURN

1 (a) SCHEDULE - POLE PETITION, ADAMS ROAD

A representative from National Grid will be present to discuss the pole petition submittal and answer any questions you may have. This petition has been submitted to provide service to 120 Adams Road.

Clerk Reads the Legal Ad for the Hearing

1. MOTION

I move the board open the public hearing for the Adams Road Pole Petition.

Comments from the DPW Director and Town Engineer should be considered.

- Paul Cournoyer has no comments and recommends acceptance.
- Brian Szczurko requests the poles be placed as far off the traveled surface as possible.

After Discussion is over

2. MOTION

I move the board close the public hearing for the Adams Road Pole Petition.

3. MOTION

I move the board approve/deny the Pole Petition for Adams Road as presented by National Grid.



**OFFICE OF THE
TOWN ADMINISTRATOR**

30 Providence Road
Grafton, MA 01519
(508) 839-5335

Town Administrator: *Timothy P. McInerney*
mcinerneyt@graffon-ma.gov
www.graffon-ma.gov

LEGAL NOTICE

The Board of Selectmen will hold a public hearing on the request of National Grid and Verizon New England, to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way.

Adams Road

Install 1 JO Pole and 1 SO Stub Pole on Adams Street beginning at a point approximately 1626' feet south of the centerline of the intersection of Old Westboro Road & Adams Rd and continuing approximately 20' in an easterly direction. National Grid to install 1 JO 40c2 pole 49-50 between Pole 49 & Pole 50 to provide service for 120 Adams Rd. National Grid to install 1 35C2 SO Pole 49-50-84 stub pole with anchor to support new infrastructure. And to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

The public hearing will take place in Conference Room A, Grafton Municipal Center, 30 Providence Road, Grafton, MA on Tuesday, February 5, 2019. The Selectmen's meeting begins at 7:00 P.M. The purpose of this hearing is to provide an opportunity for public comment, anyone wishing to, may attend.

GRAFTON BOARD OF SELECTMEN

Publish Grafton News

January 10, 2019

January 17, 2019

Town Bulletin Board

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NGRID

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To the Board of Selectmen - Grafton, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that NATIONAL GRID and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 8th day of October, 2018.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Adams St - Grafton - Massachusetts.

No. 26836411 Dated October 8, 2018. Filed with this order

There may be attached to said poles by NATIONAL GRID and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Adams St - National Grid to install 1 JO Pole and 1 SO Stub Pole on Adams St beginning at a point approximately 1626' feet south of the centerline of the intersection of Old Westboro Road & Adams St and continuing approximately 20' feet in an easterly direction. National Grid to install 1 JO 40c2 pole 49-50 between Pole 49 and Pole 50 to provide service for 120 Adams St. National Grid to install 1 35C2 SO Pole 49-50-84 stub pole with anchor to support new infrastructure.

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the
of the City/Town of _____, Massachusetts held on the _____ day of _____ 20__.

Massachusetts

City/Town Clerk.

20__

Received and entered in the records of location orders of the City/Town of _____

Book

Page

Attest:

City/Town Clerk

I hereby certify that on _____ 20____, at _____ o'clock, M
at _____ a public hearing was held on the petition of
NATIONAL GRID and VERIZON NEW ENGLAND, INC.

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and
that we mailed at least seven days before said hearing a written notice of the time and place of said
hearing to each of the owners of real estate (as determined by the last preceding assessment for
taxation) along the ways or parts of ways upon which the Company is permitted to erect
poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

.....
.....
.....
.....

Board or Council of Town or City, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of
hearing with notice adopted by the _____ of the City of _____
Massachusetts, on the _____ day of _____ 20____, and recorded with the
records of location orders of the said City, Book _____, Page _____. This certified copy
is made under the provisions of Chapter 166 of General Laws and any additions thereto or
amendments thereof.




Attest:

City/Town Clerk

EXHIBIT 'A' NOT TO SCALE. The exact location of said Facilities to be established by and upon the installation and erection of the Facilities thereof.



LEGEND

-  PROPOSED SOLE OWNED POLE (SO)
-  PROPOSED JOINT OWNED POLE (JO)
-  PROPOSED ANCHOR

PETITION

120 Adams St

Grafton, MA

Date: 10/05/2018

Designer: Merrill Harvey

Work Request: 26836411

nationalgrid

**BACK TO
AGENDA**

1. (b) SCHEDULE - POLE PETITION – MILFORD ROAD

A representative from National Grid will be present to discuss the pole petition submittal and answer any questions you may have. This petition has been submitted to service padmounted transformer for a customer's rooftop DG.

Clerk Reads the Legal Ad for the Hearing

1. MOTION

I move the board open the public hearing for the Milford Road Pole Petition.

Comments from the DPW Director and Town Engineer should be considered.

- Paul Cournoyer has no comments and recommends acceptance.
- Brian Szczurko requests the poles be placed as far off the traveled surface as possible.

After Discussion is over

2. MOTION

I move the board close the public hearing for the Milford Road Pole Petition.

3. MOTION

I move the board approve/deny the Pole Petition for Milford Road as presented by National Grid.



**OFFICE OF THE
TOWN ADMINISTRATOR**

30 Providence Road

Grafton, MA 01519

(508) 839-5335

Town Administrator: *Timothy P. McInerney*

mcinerneyt@grafton-ma.gov

www.grafton-ma.gov

LEGAL NOTICE

The Board of Selectmen will hold a public hearing on the request of National Grid and Verizon New England, to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way.

Milford Road

Install 1 JO Pole on Milford Road. Install new riser P42-50, 40' southwest of P43. National Grid to install a new pole to service padmounted transformer for customer rooftop DG. And to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

The public hearing will take place in Conference Room A, Grafton Municipal Center, 30 Providence Road, Grafton, MA on Tuesday, February 5, 2019. The Selectmen's meeting begins at 7:00 P.M. The purpose of this hearing is to provide an opportunity for public comment, anyone wishing to, may attend.

GRAFTON BOARD OF SELECTMEN

Publish Grafton News

January 10, 2019

January 17, 2019

Town Bulletin Board

NGRID

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Notice having been given and public hearing held, as provided by law,

IT IS HEREBY ORDERED:

that NATIONAL GRID and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 19th day of November, 2018.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Millford Road - Grafton- Massachusetts.

No. 26308817 Dated November 19, 2018. Filed with this order

There may be attached to said poles by NATIONAL GRID and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Millford Road - National Grid to install 1 JO Pole on Millford Road beginning at a point approximately 22 feet southeast of the centerline of the intersection of Millford Road. National Grid to install new riser P42-50, 40' southwest of P 43. National Grid to install a new pole to service padmounted transformer for customer rooftop DG.

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the
of the City/Town of _____, Massachusetts held on the _____ day of _____ 20__.

Massachusetts

City/Town Clerk.

20__

Received and entered in the records of location orders of the City/Town of
Book _____ Page _____

Back to Agenda

Attest:
City/Town Clerk

I hereby certify that on _____ 20____, at _____ o'clock, M
at _____ a public hearing was held on the petition of
NATIONAL GRID and VERIZON NEW ENGLAND, INC.

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and
that we mailed at least seven days before said hearing a written notice of the time and place of said
hearing to each of the owners of real estate (as determined by the last preceding assessment for
taxation) along the ways or parts of ways upon which the Company is permitted to erect
poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

.....
.....
.....
.....

Board or Council of Town or City, Massachusetts

CERTIFICATE

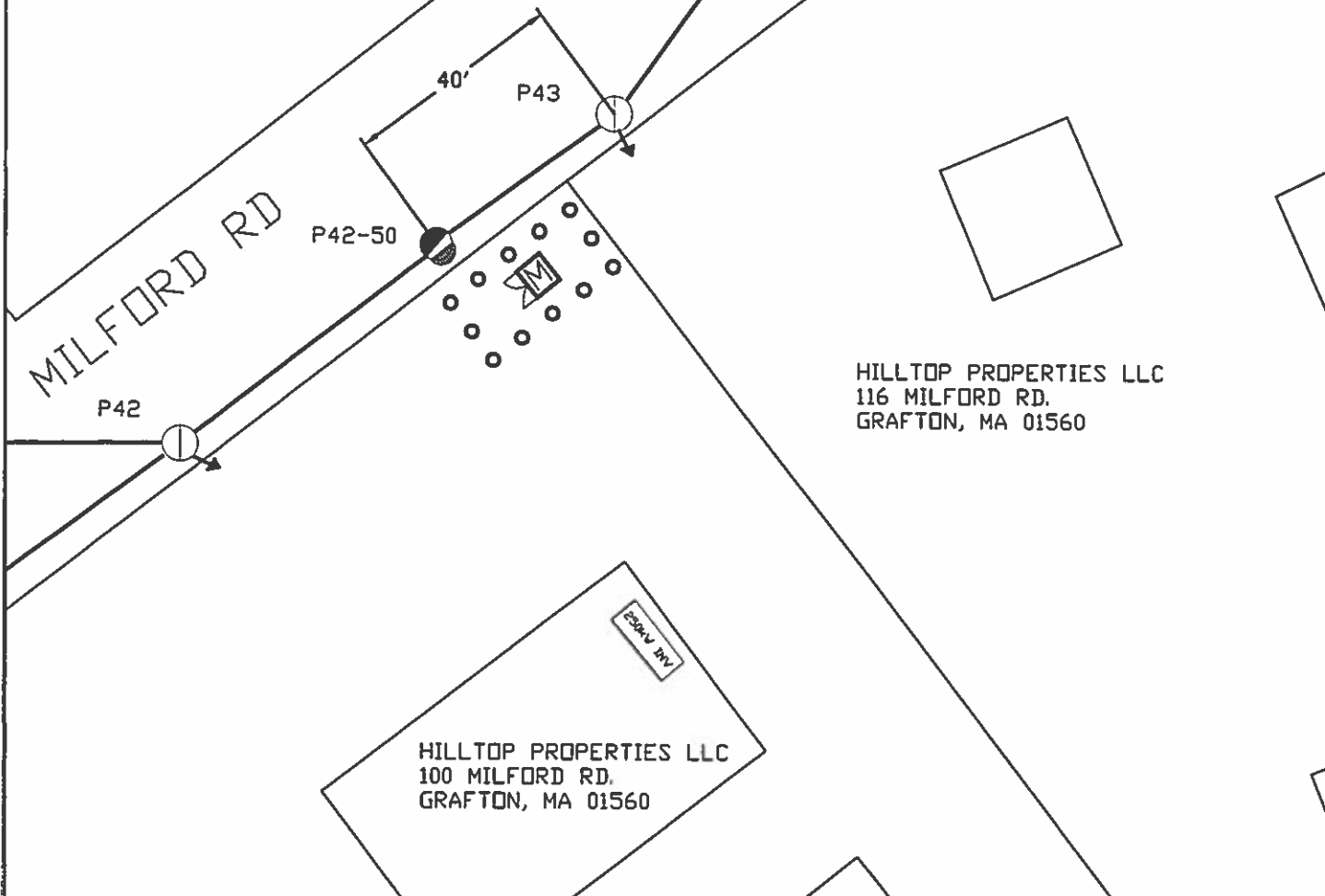
I hereby certify that the foregoing is a true copy of the location order and certificate of
hearing with notice adopted by the _____ of the City of _____
Massachusetts, on the _____ day of _____ 20____, and recorded with the
records of location orders of the said City, Book _____, Page _____. This certified copy
is made under the provisions of Chapter 166 of General Laws and any additions thereto or
amendments thereof.

Attest:
City/Town Clerk



SKETCH TO ACCOMPANY PETITION:

NATIONAL GRID SEEKING PERMISSION TO
PLACE P42-50 AT THE FOLLOWING
LOCATION TO ACCOMPANY CUSTOMER'S
SOLAR ARRAY



HILLTOP PROPERTIES LLC
116 MILFORD RD.
GRAFTON, MA 01560

HILLTOP PROPERTIES LLC
100 MILFORD RD.
GRAFTON, MA 01560

LEGEND

- | | | |
|-------------------------------|-------------------|---------------|
| PROPOSED J/O
PRIMARY RISER | EXISTING J/O POLE | ANCHOR |
| PADMOUNTED
PRIMARY METER | BOLLARD | OH 3ø PRIMARY |

POLE PETITION

100 MILFORD RD
GRAFTON, MA
Exhibit 'A' not to scale. The exact
location of said facilities to be
established upon the installation and
erection of the facilities thereof

Date: 10/29/18
Designer: FISKBE
W/R: 26308817

nationalgrid

BACK TO
AGENDA

1. (c) SCHEDULE - FY20 BUDGET PRESENTATION

The Town Administrator will be presenting the FY2020 Operating Budget to the Selectmen.

2 (a) RESIGNATIONS – CONSERVATION COMMISSION

Nathan Jaffer, member of the Conservation Commission has submitted his letter of intent to resign from the commission effective February 5, 2019.

MOTION:

I move the board vote to accept the letter of resignation from Nathan Jaffer and send a letter of thanks.

January 22, 2018

Maria Mast, Conservation Agent
Leah Cameron, Conservation Assistant
Grafton Conservation Commission
30 Providence Road
Grafton, MA 01519
United States



Dear Maria and Leah,

It is with regret that I am writing to inform you of my decision to resign my position on the Grafton Conservation Commission, effective February 5, 2019.

My other commitments have become too great for me to be able to fulfill the requirements of my position on the Commission, and I feel it is best for me to make room for someone with the time and energy to devote to the role.

It has been a pleasure being a part of the Conservation Commission. I am so proud of all we have accomplished in the past few years, and I have no doubt the commission will continue these successes in the future.

If I can be of any assistance during the time it will take to fill the position, please don't hesitate to ask.

Best regards,

A handwritten signature in black ink, appearing to read "Nathan Jaffer".

Nathan Jaffer

2 (b) RESIGNATIONS –LIBRARY BOARD OF TRUSTEES

Kristi Lutjelusche (Lut-Ja-Loose-Key) a member of the Grafton Library Board of Trustees has submitted a letter stating her intent to resign from the board effective January 24, 2019. Because this is an elected position, the Board will also be asked to place the open seat on the May Town Election Ballot for a 1 year term. After a one week posting, the Library Trustees have 30 days to submit a name for “appointment”. After 30 Days the Selectmen may appoint a person on their own. The person “appointed” to the position will hold the seat until the election in May. Whoever wins the election will take the seat for one year (the remainder of Kristi’s term). If they wish to continue after a year, they would run again in 2020.

MOTION #1

I move the board vote to accept the resignation of Kristi Lutjelusche (Lut-Ja-Loose-Key) from the Library Board of Trustees.

MOTION #2

I move the board vote to add to the May ballot the position of Library Board of Trustees, a 1 year term.

RECEIVED TOWN CLERK
GRAFTON, MA

2019 JAN 22 PM 5:35

January 21, 2019

Kandy Lavallee
Grafton Town Clerk
30 Providence Road
Grafton, MA 01519

Dear Kandy,

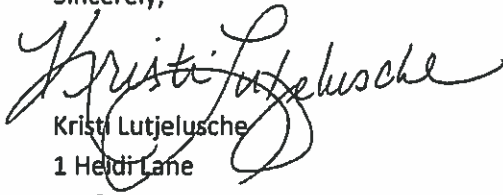
I am writing to inform you of my intent to resign from seat 7 of the Board of Library Trustees for the Grafton Public Library, effective January 24, 2019.

I do not take this decision lightly, especially since the position is filled through Board of Selectmen appointment or election by the people of Grafton. I regret the vacancy this creates on the Board. However, on a personal level, I have found it increasingly difficult to commit quality time to the duties associated with the seat. At this time, I feel it is best to vacate it so that it might be filled by another community member who will be able to dedicate the time needed for the position.

I am proud to have served in this capacity since October 5, 2016, for the Town of Grafton.

Thank you. Please let me know if there are any questions or if you need additional information from me.

Sincerely,



Kristi Lutjelusche
1 Heidi Lane
Grafton, MA 01519
303-506-6394

Term Expires May 2020 Election

BACK TO AGENDA

3. (a) SELECTMEN APPOINTMENTS: CAPITAL IMPROVEMENT AND PLANNING COMMITTEE

Colleen Roy recently submitted a request to serve on the Capital Improvement and Planning Committee. The Committees Membership is 5-7 there are currently 5 members. I reached out to Ed Prisby the Selectmen's representative on CIPC and he would welcome another volunteer.

MOTION:

I move the board vote to appoint Colleen Roy to the Capital Improvement and Planning Committee.



Grafton, MA

30 Providence Road

Phone: 508-839-5335

Citizen Activity Form

Good Government Starts with You

Date Submitted: January 25, 2019

Name: Colleen Roy

Home Address: 53 Elmwood Street
SOUTH GRAFTON, MA 01560

Mailing Address: 53 Elmwood Street
SOUTH GRAFTON, MA 01560

Phone Number(s): (508)-397-4656 - Cell

Email Address: ColleenMcIntyreRDH@gmail.com

Current Occupation/Employer: Hygienist, Dental Place Hopkinton

Narrative: I am available most evenings after 7:30pm and weekends. I grew up in a civically minded family and I'm excited to start my journey into town politics. I chose the Capital Improvements Committee because of their involvement with other town departments and committees. Researching and learning other committees and departments wants and needs will help me better understand our town and the direction it will be taking in the future.

Board(s) / Committee(s): CAPITAL IMPROVEMENT PLANNING COMMITTEE



OFFICE OF THE BOARD OF SELECTMEN
30 Providence Road
Grafton, MA 01519
(508) 839-5335
BOS@graffton-ma.gov
www.graffton-ma.gov

*Dave Ross, Chairman
John Dowling, Vice Chair
John Carlson, Clerk
Brook Padgett
Peter Adams*

July 24, 2012

BOARD OF SELECTMEN
CHARGE

NAME: Capital Improvement Planning Committee

MEMBERSHIP: 5-7 members
One Selectmen Member, One Finance Committee Member,
One Member of the School District

TIMETABLE: To begin upon appointment for an indefinite term or until the
Committee has met its charge and disbanded by the Board of
Selectmen.

Section 1. The Board of Selectmen shall establish and appoint a committee to be known as the Capital Improvement Planning Committee, composed of 5 to 7 members including one member of the Board of Selectmen, one member of the Finance Committee, one member from the School District, and the Town Administrator. Other members should be considered based on knowledge of construction and public works finance.

Section 2. The Committee shall study proposed annual capital projects and improvements, as recommended by the Town Administrator, involving major non-recurring tangible assets and projects which:

- 1) Are purchased or undertaken at intervals of not less than five years;
- 2) Have a useful life of at least five years; and
- 3) Cost more than \$10,000.

The Committee shall consider the relative need, impact, timing, and cost of these expenditures and the effect each will have on the financial position of the Town.

Section 3. The Committee shall prepare an annual report recommending a Capital Improvement Budget for the next fiscal year, and a Capital Improvement Program including recommended capital improvements for the following five fiscal years. The report shall be submitted to the Board of Selectmen for its consideration and approval. The Board through the Town Administrator shall submit its approved Capital Budget to the Annual Town Meeting for adoption by the Town.

ADOPTED JULY 24, 2012:

David Ross
John Dawley
John B. Cook
Daryl Hiett
Robert Adams

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4. (a) NEW BUSINESS SCHEDULE - NAMING OF THE 122A BRIDGE

Recently members of the VFW, South Grafton spoke with Bruce Spinney and Representative Muradian requesting that the Town officially name the bridge on 122A /Main Street (near mill villages park and Cross Street) in honor of all branch Veteran's. Mr. Spinney will discuss this in more detail. Once the position of the Board is established, and if in support, a formal vote may be requested at a later meeting. Additionally, a letter of support will be prepared and sent to petition Representative Muradian and Representative Moore for assistance as this is a state road.

4 (b) NEW BUSINESS - CONFERENCE ROOM F LIGHTING

The cable oversight committee is preparing to do an upgrade to the lighting in conference room F. They are proposing to match the studio lighting that is currently in conference room "A". The rough cost of materials is \$20,000. The Cable Oversight Committee applied for a grant through National Grid and received approval of funds to cover 50% of this project. In an attempt to further save money, installation work will be done by town personnel. The remainder of the cost will be paid for through the Verizon PEG Access Account which is funded through the licensing agreement.

MOTION:

I move the board vote to support Conference Room F lighting project and expend funds from the Verizon PEG Access Account in the amount of \$20,000. 50% of the funds will be reimbursed through an incentive program sponsored by NGrid.

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2017

New Buildings, New Equipment, and Major Renovations

Custom



Electric Program Administrators



Cape Light Compact
Tel: 1-800-797-6699
www.cape-light-compact.org
efficiency@capelightcompact.org

EVERSOURCE

Eastern Massachusetts:
Tel: 1-844-887-1400
www.eversource.com
efficiencyma@eversource.com

Western Massachusetts:
Tel: 1-844-887-1400
www.eversource.com
efficiencywmass@eversource.com

nationalgrid
HERE WITH YOU. HERE FOR YOU.

National Grid
Tel: 1-800-787-1706
www.nationalgridus.com
efficiency@nationalgrid.com

Unitil
energy for life

Unitil
Tel: 1-888-301-7700
www.unitil.com
efficiency@unitil.com

Gas Program Administrators



Berkshire Gas
Tel: 1-800-944-3212
www.berkshiregas.com
efficiency@berkshiregas.com

Columbia Gas
of Massachusetts
A Eversource Company

Columbia Gas of Massachusetts
Tel: 1-800-232-0120
www.columbiagasMA.com
efficiency@columbiagasma.com

EVERSOURCE

Eversource Energy
Tel: 1-844-887-1400
www.eversource.com
efficiencyma@eversource.com



Liberty Utilities
Tel: 1-508-324-7811
www.libertyutilities.com
efficiency@libertyutilities.com

nationalgrid
HERE WITH YOU. HERE FOR YOU.

National Grid
Tel: 1-800-787-1706
www.nationalgridus.com
efficiency@nationalgrid.com

Unitil
energy for life

Unitil
Tel: 1-888-301-7700
www.unitil.com
efficiency@unitil.com

ALL FIELDS ON THIS PAGE ARE REQUIRED TO COMPLETE YOUR APPLICATION

Indicate the Program Administrator for this Application

☐ Berkshire Gas
 ☐ Cape Light Compact
 ☐ Columbia Gas
 ☐ Eversource
 ☐ Liberty Utilities
 ☒ National Grid
 ☐ Unitil
CUSTOMER/ACCOUNT HOLDER INFORMATION

COMPANY NAME Town of Grafton		CONTACT PERSON Timothy McInerney		APPLICATION DATE Jul 17, 2018
INSTALL SITE Grafton Municipal Bldg, 30 Providence Road, Grafton		PHONE	FAX NUMBER	
EMAIL ADDRESS mcinerneyt@grafton-ma.gov		SQUARE FEET (COVERED BY THIS APPLICATION) 900		
STREET ADDRESS 30 Providence Road	CITY Grafton	STATE MA	ZIP 01519	
MAILING ADDRESS (IF DIFFERENT) Same	CITY Grafton	STATE MA	ZIP 01519	
ELECTRIC COMPANY NAME National Grid		ELECTRIC ACCOUNT NUMBER 90320-27007		
GAS COMPANY NAME		GAS ACCOUNT NUMBER		

BUILDING TYPE (PLEASE PLACE "X" IN APPROPRIATE BALLOT BOX)

<input type="checkbox"/> ASSEMBLY	<input type="checkbox"/> FAST FOOD	<input type="checkbox"/> HOTEL	<input type="checkbox"/> MULTI STORY RETAIL	<input type="checkbox"/> RELIGIOUS	<input type="checkbox"/> SMALL RETAIL
<input type="checkbox"/> AUTOMOTIVE	<input type="checkbox"/> FULL SERVICE RESTAURANT	<input type="checkbox"/> LARGE REFRIGERATED SPACE	<input type="checkbox"/> MULTIFAMILY HIGH-RISE	<input type="checkbox"/> K-12 SCHOOL	<input type="checkbox"/> UNIVERSITY
<input type="checkbox"/> BIG BOX	<input type="checkbox"/> GROCERY	<input type="checkbox"/> LARGE OFFICE	<input type="checkbox"/> MULTIFAMILY LOW-RISE	<input type="checkbox"/> SMALL OFFICE	<input type="checkbox"/> WAREHOUSE
<input type="checkbox"/> COMMUNITY COLLEGE	<input type="checkbox"/> HEAVY INDUSTRIAL	<input type="checkbox"/> LIGHT INDUSTRIAL	<input checked="" type="checkbox"/> OTHER		
<input type="checkbox"/> DORMITORY	<input type="checkbox"/> HOSPITAL	<input type="checkbox"/> MOTEL	Town Municipal Building/Meeting Room		

PROJECT TYPE (select one)

<input type="checkbox"/> NEW BUILDING	<input type="checkbox"/> EXPANSION OF AN EXISTING BUILDING	<input type="checkbox"/> RENOVATION OF AN EXISTING BUILDING	<input checked="" type="checkbox"/> CHANGE IN THE USE OF FUNCTION OF THE BUILDING SPACE
<input type="checkbox"/> NEW CONTROLS FOR IMPROVED PERFORMANCE	<input type="checkbox"/> NEW EQUIPMENT FOR NEW PROCESS OR EXPANDED OPERATION	<input type="checkbox"/> PLANNED REPLACEMENT OF EQUIPMENT	<input type="checkbox"/> REPLACEMENT OF FAILED EQUIPMENT

PAYMENT METHOD (PAYEE MUST SUBMIT A W-9 FORM)

PAYMENT TO:	<input checked="" type="checkbox"/> CUSTOMER	CUSTOMER - TAX ID# (REQUIRED)	VENDOR/INSTALLER - TAX ID# (REQUIRED IF RECEIVING INCENTIVE)
	<input type="checkbox"/> VENDOR/INSTALLER		
CHECK PAYABLE TO:	CUSTOMER COMPANY TYPE:		VENDOR COMPANY TYPE:
Town of Grafton	<input type="checkbox"/> INC. <input checked="" type="checkbox"/> NOT INCORP. <input type="checkbox"/> EXEMPT		<input checked="" type="checkbox"/> INC. <input type="checkbox"/> NOT INCORP. <input type="checkbox"/> EXEMPT

VENDOR INFORMATION

VENDOR/INSTALLER Integrated Solutions Group	CONTACT NAME Jonathan Lipsy
STREET ADDRESS 830 West Chestnut Street	CITY Brockton
PHONE 781.769.7810	STATE MA
DATE Jul 17, 2018	ZIP
	EMAIL ADDRESS jlipsy@isgboston.com
VENDOR/INSTALLER AUTHORIZED SIGNATURE (NOT APPLICABLE IF CUSTOMER IS PAYEE) X	

CUSTOMER ACCEPTANCE OF TERMS

PRE-INSTALLATION		<input checked="" type="checkbox"/> I CERTIFY THAT ALL STATEMENTS MADE IN THIS APPLICATION ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS ON THE BACK OF THIS FORM.	ANTICIPATED COMPLETION DATE Oct 31, 2018
DATE Jul 17, 2018	PRINT NAME Timothy McInerney	AUTHORIZED SIGNATURE X	
POST-INSTALLATION			
<input type="checkbox"/> I CERTIFY THAT I HAVE SEEN THE ENERGY EFFICIENCY MEASURES THAT HAVE BEEN INSTALLED AND I AM SATISFIED WITH THEIR INSTALLATION			
DATE	PRINT NAME	AUTHORIZED SIGNATURE	
		X	

FOR PROGRAM ADMINISTRATORS ONLY

REQUIRED INSPECTIONS	DATE	INSPECTOR	PROJECT COSTS:	
PRE-INSPECTION:				
POST INSPECTION:				
APPROVAL	DATE	PROGRAM MANAGER	LABOR \$:	
PRE-APPROVED INCENTIVE:			MATERIAL \$:	
FINAL INCENTIVE:				

1. All applications for incentives under the Custom Application Process require sound documentation of the proposed cost, projected electricity and/or natural gas savings and the related non energy savings.
2. Before starting the application process, check with your Program Administrator to determine eligibility of the proposed project and to establish requirement for detailed savings projections and cost estimates.
3. This information will be submitted to Program Administrator's Technical Representative for review and evaluation of potential incentives.
4. The Technical Representative will develop a Minimum Requirements Document which describes the minimum equipment specifications and operational requirements of the proposed system. The Customer will be required to sign this document.
5. After successful review and project approval, the Program Administrator will notify customer in writing of the project approval, the incentive amount and the terms and conditions required to receive final incentive payment.
6. The following is a guide to the level of technical information and documentation that is typically required.

Project Description

- General description of facility, its use and typical operation (include occupancy schedules)
- Overall project description including operating schedules and parameters

Base Case Materials and Equipment (Applicable for expansion or equipment replacement projects)

- Detailed description of equipment and operations
- Cuts sheets with equipment performance ratings (BHP, CFM, BTU/H, kW, etc.). Provide nameplate data if cut sheets are unavailable
- Part load performance data where applicable
- Description of controls and sequence of operations

Proposed Materials and Equipment

- Detailed description of equipment and operations
- Cuts sheets for the materials or performance ratings for equipment being installed (BHP, CFM, PSI, Efficiency rating, U-value, Lumens, etc)
- Description of controls and sequence of operations

Load Profile

- Equipment hours of operation (operating schedule per day, week, year)
- Provide operating load profiles showing how equipment load and operating parameters vary over time due to changes in: occupancy, weather, production, etc.
- Where there are existing systems involved, metering kW and kWh of major equipment loads is recommended. If metered information is not available, provide other documentation used to estimate loads and operating hours.

Savings Calculations

- Show calculations used to determine electricity and/or natural gas savings.
- The calculations should clearly show all the details of how the energy savings were estimated. This includes all engineering formulas and documentation of all the factors, values and assumptions used in the formulas (spreadsheet preferred)
- In cases where energy modeling is used to determine savings, approved modeling software must be used. Input and output data from the model must be provided.

See Table 1E and Table 1G on page 4 for the specific details of the data required.

The following form may be filled out for preliminary project submittal and review, but a final Custom Project information package must also be submitted in electronic format. Contact a Program Administrator's Technical Representative for details.

Proposed Equipment Specification (Facility Detail)

BUILDING, ROOM AND EQUIPMENT IDENTIFICATION (Installation Site)

Grafton Municipal Building, 30 Providence Road, Grafton, MA

DESCRIPTION OF PROJECT:

The Town of Grafton is renovating one of the spaces in their Municipal Building into a formal meeting space for Government and Town use. This room will be recorded for broadcast and requires a new set of broadcast lighting to accommodate the standards required. Due to the fact that the room will be used for both town public meetings and town government meetings, it is expected that the room will be used upwards of 45 hours per week.

Base System: Measure Description
<div>Baseline Lighting System Cost - \$6,941.00</div> <div>Total Watts: - 19,200 Watts</div> <div>Total KWH: - 19.2kwh</div> <div>Annual Baseline KWH Usage: - 44,928kwh</div> <div>Annual Hourly Usage: - 2,340 (estimated)</div> <div>Created BTUs: - 65,472.0 BTUs</div> <div>Required Tons of HVAC: - 5.46 Tons</div>

Proposed System: Measure Description
<div>Energy Efficient Lighting System Cost - \$17,954.00</div> <div>Total Watts: - 1,760 Watts</div> <div>Total KWH: - 1.76kwh</div> <div>Annual Energy KWH Usage: - 4,118kwh</div> <div>Annual Hourly Usage: - 2,340 (estimated)</div> <div>Created BTUs: - 6,001.0 BTUs</div> <div>Required Tons of HVAC: - 0.5 Tons</div>

Manufacturer Incentives, Manufacturer Discounts, Taxes, and/or Salvage Values

INTERNAL USE ONLY:
<div>MEASURE CODE</div> <div>MEASURE DESCRIPTION</div>

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Table 1E: Electric Energy (kWh) and Demand (kW) Reduction

Please provide the total Electric Energy (kWh) and Demand (kW) reduction that occurs during the time periods listed below.

	kWh				Total Percent Energy Savings on Peak ***	
	Summer		Winter			
Peak Energy		kWh		kWh		%
Off-Peak Energy		kWh		kWh		
Total Estimated Annual kWh Savings**						kWh

	kW				
	June	July	August	December	January
Average Peak*					

Estimated Savings with Calculations: Provide Calculations that show the following:

1. First Year kWh savings (annual)
2. Winter Peak Energy kWh: 7AM – 11PM, weekdays except holidays, October to May
3. Winter Off-Peak Energy kWh savings: 11PM – 7AM weekdays, all day weekends and holidays, October to May
4. Summer Peak Energy kWh savings: 7AM – 11PM, weekdays except holidays, June to September
5. Summer Off-Peak Energy kWh savings: 11PM – 7AM weekdays, all day weekends and holidays, June to September
6. Summer Average Demand kW reduction: 1PM – 5 PM, weekdays except holidays, June to August
7. Winter Average Demand kW reduction: 5PM – 7 PM, weekdays except holidays, December and January

* **Average Peak kW:**

Example: Assume the demand savings is 10 kW whenever a plant is in operation and the plant shuts down at 6pm, then the average demand reduction in winter is 5 kW (10 kW ÷ 2 hours = 5 kW)

** **Total Estimated Annual kWh Savings:** The sum of all the Summer and Winter Peak and Off-Peak kWh Savings

*** **Total Percent Energy Savings on Peak:** The sum of the Summer and Winter Peak kWh divided by the Total Annual kWh Savings

Table 1G: Gas Energy (Therm) Reduction

Annual Gas Savings Inputs (Therms)			
Heating (Seasonal)	Process / Hot Water (Non-Heating)	Other (Year Round)	Total

Cost Estimates

Provide back-up documentation for all material and labor costs, broken down by major pieces of equipment and project components. Sales tax may not be included. Adjust for salvage/resale value of equipment being replaced. Enter summarized costs in the table below.

Table 2: Cost Estimates

Measure	Cost (\$)
Estimated Incremental Material Cost	\$11,013.00
Estimated Incremental Labor Cost	\$3,600.00
Estimated Incremental Total Cost	\$14,613.00

Table 3: Non-Electric / Non-Gas Benefits (Impacts)

Installing the proposed measure may result in significant savings or possibly increased costs for the owner beyond electric and natural gas savings. Examples include water, sewer, fossil fuel and labor costs. These costs are to be assessed and quantified in the support documentation. These effects are to be combined and reported in the categories provided in the following table.

Non-Electric, Non-Gas Benefits (Impacts)					
Oil (MMBtu)	Propane (MMBtu)	Water (Gallons)	Sewer (Gallons)	Annual O&M / Labor / Materials (\$)	Other One-Time (\$)

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Minimum Requirements Document

Energy Conservation Measures

APPLICATION # _____ CUSTOMER NAME Timothy McInerney, Town of Grafton

This form is to be completed by a Program Administrator's Technical Representative or designated Technical Assistance Contractor to specify herein minimum equipment and operational requirements of the proposed system. This requirements document shall address the criteria necessary to be met to achieve the demand and energy savings estimated in the engineering analysis for this project. Testing and submittals may be required as further verification of system compliance. Use additional sheets, if necessary. These requirements must be met before the Company's incentives are paid.

Equipment Requirements: Provide a list of equipment or materials to be installed as part of this project. Include manufacturer, model, HP or kW ratings, BTU/H or thermal efficiency rating, etc. Post-Installation Inspection Record (Check one) ☐ OK ☐ Not OK

Videssence SK110 2-Lamp Fluorescent Fixture
Videssence SW-055 1-Lamp Fluorescent Fixture

Operational Sequences Requirements: Provide a description of equipment operating sequences, set points, operating schedules, balancing requirements (such as flow, velocity, head, suction, etc.) or any other operating parameters to obtain the estimated energy savings.

Post-Installation Inspection Record (Check one) ☐ OK ☐ Not OK

Documentation: List any written documentation that should be required to verify, operate or maintain the equipment being installed or controlled. This information may include equipment specification sheets, test reports, construction drawings, sequences of operation, etc.

Post-Installation Inspection Record (Check one) ☐ OK ☐ Not OK

Other Requirements Or Comments: Describe any requirements for demolition, removal, or decommissioning of existing equipment.

Post-Installation Inspection Record (Check one) ☐ OK ☐ Not OK

The pre-approved incentive is subject to the Company's post-installation inspection of final specifications, drawings and operation of the proposed equipment. In the event the proposed system is altered from the above description, notify the Company of the change prior to the equipment purchase and installation as the change in design and operation may impact the incentive.

TECHNICAL REPRESENTATIVE

DATE

CUSTOMER SIGNATURE

DATE

Jul 17, 2018

Terms and Conditions

1. Incentives

Subject to these Terms & Conditions, the Program Administrator will pay Incentives to Customer for the installation of EEMs.

2. Definitions

- (a) "Customer" means the customer maintaining an account for service with the Program Administrator, or in the case of a Program Administrator which is a municipal aggregator, maintains an account for service with the distribution company serving the territory of such Program Administrator, and who satisfies the Program eligibility requirements established by the Program Administrator.
- (b) "EEMs" are those energy efficiency measures described in the Program Materials or other Custom Measures that may be approved by the Program Administrator.
- (c) "Facility" means the Customer location served by the Program Administrator where EEMs are to be installed.
- (d) "Incentives" means those payments made by the Program Administrator to Customers pursuant to the Program and these Terms and Conditions.
- (e) "Program" means the energy efficiency program offered by the Program Administrator to Customers.
- (f) "Program Administrator" means Berkshire Gas Company, or Cape Light Compact, or Columbia Gas of Massachusetts, or Eversource Energy, or National Grid, or Liberty Utilities, or Unitil, as applicable.
- (g) "Program Materials" means the documents and information provided by the Program Administrator specifying the qualifying EEMs, technology requirements, costs and other Program requirements, which include, without limitation, program guidelines and requirements, application forms and approval letters.

3. Application Process and Requirement For Program Administrator Approval

- (a) The Customer shall submit a completed application in the form specified by the Program Administrator. In addition, at the Program Administrator's discretion, the Customer may be required to provide the Program Administrator with a copy of the detailed specifications and scope of work, as well as an analysis of the savings and/or demand reduction, for the EEMs proposed for approval. Customer will upon request by the Program Administrator provide a copy of the as-built drawings and equipment submittals for the Facility after EEMs are installed. This analysis shall be prepared by a Professional Engineer licensed in the state where the Facility is located to the extent required by the Program Administrator or by applicable law, regulation or code.
- (b) The Program Administrator will review the Customer's application and supporting documentation to determine the energy savings and demand reduction potential. The Program Administrator reserves the right to reject or modify any calculations, based on the Program Administrator's own analysis.
- (c) The Program Administrator is not obligated to pay any Incentives unless the authorized representative of the Program Administrator issues an approval letter regarding the EEMs proposed by the Customer, and any necessary pre- and post-installation verification activity is successfully completed by the Program Administrator. The Program Administrator's approval letter shall state the maximum approved Incentive amount and the date by which the EEMs must be fully installed and operational to qualify for Incentive payments. The Program Administrator may also require the Customer to execute additional agreements, or provide other documentation regarding the proposed EEM installation and Incentive payment(s).
- (d) The Customer will have no right to receive, and the Program Administrator will have no obligation to pay, Incentives for any EEMs that have not been approved in writing in advance by the Program Administrator, unless the Program Materials state that such prior approval is not required. Further, the Program Administrator is not obligated to pay Incentives for projects which were pre-approved but are determined to not comply with Program requirements after installation is complete.
- (e) The Program Administrator reserves the right to approve or disapprove of any application or proposed EEMs.

4. Pre- and Post-Installation Verification

The Program Administrator is not obligated to pay any Incentives until the Program Administrator has performed a satisfactory pre-installation inspection (unless the Program Materials state such pre-inspection is not required) and post-installation verification of the installation. If the Program Administrator determines that any EEMs were not installed in accordance with these Terms and Conditions, the Program Materials and the Program Administrator's approval, the Program Administrator shall have the right to require modifications before having the obligation to make any Incentive payments. At its discretion the Program Administrator may also withhold payment of Incentives until it has been verified that the Customer has received, as appropriate, final drawings, operation and maintenance manuals, and operator training, and the Program Administrator has received documentation detailing the installation of the EEMs in accordance with these Terms and Conditions, the Program Materials and the Program Administrator's approval.

5. Monitoring and Inspection

The Program Administrator reserves the right to perform monitoring and inspection of the EEMs for a three year period following completion of the installation in order to determine the actual demand reduction and energy savings.

As a condition of receiving an Incentive, the Customer agrees to provide access and information to the Program Administrator and cooperate with the Program Administrator regarding such activity. By participating in the Program, the Customer acknowledges and agrees that no activity by the Program Administrator includes any kind of safety, code or other compliance review.

6. Site-Specific Custom Measures

The Program Administrator will only approve of those site-specific custom EEMs that the Program Administrator believes have cost-effective energy savings potential. In any case, the Program Administrator reserves the right to approve or disapprove of any such EEMs proposed by Customer.

7. Incentive Amounts

- (a) The Program Administrator reserves the right to adjust and/or negotiate the Incentive amount.
- (b) Once an Incentive amount is pre-approved, the Program Administrator will pay no more than the cost to the Customer of purchasing and installing the EEM, or the pre-approved Incentive amount, whichever is less.
- (c) The Program Administrator reserves the right to reduce or eliminate the Incentive amount if (1) the quantity and/or qualifying costs of EEMs actually installed differs from the pre-approved amounts, or (2) the EEMs were not installed in accordance with these Terms and Conditions, the Program Materials or the Program Administrator's approval, or which have not been properly maintained, have been altered or disconnected, or in the event of a shutdown or significant reduction of operations at facility where the EEMs are located. In addition, Customer shall be obligated to refund such Incentive amounts paid by the Program Administrator where the projected energy savings have not been achieved as a result of the foregoing circumstances.

8. Equipment and Installation

Customer shall be responsible for ensuring that the EEMs are installed and operated in accordance with applicable laws, regulations and codes and that all applicable permits and inspections are obtained. Customer shall provide the Program Administrator with copies of all invoices and related documents (including all materials, labor, and equipment discounts) relating to the purchase and installation of the EEMs. The itemized invoices shall include detail of all EEMs including the model, quantity and cost for each EEM, and shall identify any applicable discounts or Incentives. The Customer shall provide detail on the installation location of the EEMs in the format specified by the Program Administrator, and such other documentation and information as the Program Administrator may request, including, without limitation, copies of permits and contractor and supplier invoices, orders and records. The Program Administrator reserves the right to determine in its reasonable discretion the appropriate costs of EEMs in order to calculate the Incentive amount.

9. Installation Schedule Requirements

If the Customer does not complete installation of the approved EEMs within the earlier of the completion date specified in the Program Administrator's approval letter or twelve (12) months from the date the Program Administrator issues pre-approval of the EEM project, the Program Administrator may terminate any obligation to make Incentive payments.

10. Incentive Payment Conditions

Provided that the Customer has satisfied its obligations, the Program Administrator shall use commercially reasonable efforts to pay each Incentive amount to the Customer within forty-five (45) days after all of the following conditions are met: (1) Program Administrator's approval of the EEM project has been provided; (2) all applicable permits, licenses and inspections have been obtained by the Customer; (3) installation of the EEMs has been completed in accordance with the requirements hereof; and (4) the Program Administrator has verified all product and installation costs and the satisfactory installation of the EEMs, all in accordance with the terms hereof. Customer shall not assign any of its rights or obligations referenced in these Terms and Conditions or in the Program Materials (including, without limitation, the right to receive Incentive payments) without first obtaining the written consent of the Program Administrator.

11. Contractor Shared Savings Arrangements

If EEMs are being installed by a contractor under a shared savings arrangement, the Program Administrator reserves the right to determine the cost of purchasing and installing the EEMs.

12. Maintenance of EEMs

Customer acknowledges and agrees that Customer shall operate and maintain the EEMs in accordance with the manufacturer's recommendations and the terms hereof, and shall replace consumable parts and other components with comparable or superior efficient products at the Customer's expense.

13. Program/Terms and Conditions Changes

Program expenditures, requirements and eligibility, and these Terms & Conditions, may be changed by the Program Administrator at any time without notice. The Program Administrator reserves the right, for any reason, to withhold approval of projects and any EEMs, and to cancel or alter the Program, at any time without notice. Approved applications will be processed under the Terms and Conditions and Program Materials in effect at the time of the pre-approval by the Program Administrator.

14. Third Party Financing

Pre-approved custom projects are eligible for financing by a Third Party Lender through your Program Administrator. (1) Lender to qualify customer. (2) Invoicing monthly payment will be administered by 3rd Party Lender. (3) Interest rate on 3rd party loans is set at prime plus 100 basis points with a 6.25% minimum rate. (4) Scheduled interest payments on the loan will be pre-paid by the Program Administrator in lieu of a portion of the incentive or rebate.

15. Publicity of Customer Participation

The Customer grants to the Program Administrator the right to use and reference for promotional and regulatory purposes the Customer's participation in the Program, the details of the EEM project and the energy savings, the amount of incentives paid to the Customer, and any other information relating to the Customer's participation in the Program.

16. Indemnification and Limitation of the Program Administrator's Liability

Customer shall indemnify, defend and hold harmless Program Administrator, its affiliates and their respective contractors, officers, directors, employees, agents, representatives from and against any and all claims, damages, losses and expenses, including reasonable attorneys' fees and costs incurred to enforce this indemnity, arising out of, resulting from, or related to the Program or the performance of any services or other work in connection with the Program ("Damages"), caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the Customer, any subcontractor, agent, or third party, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

To the fullest extent allowed by law, the Program Administrator's aggregate liability, regardless of the number of claims, shall be limited to paying approved incentives in accordance with these Terms and Conditions and the Program Materials, and the Program Administrator and its affiliates and their respective contractors, officers, directors, employees, agents, representatives shall not be liable to the Customer or any other party for any other obligation. To the fullest extent allowed by law and as part of the consideration for participation in the Program, the Customer waives and releases the Program Administrator and its affiliates from all obligations (other than payment of an incentive), and for any liability or claim associated with the EEMs, the performance of the EEMs, the Program, or these Terms and Conditions.

17. No Warranties or Representations by the Program Administrator

- (a) THE Program Administrator DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND THE Program Administrator MAKES NO WARRANTIES OR GUARANTEES IN CONNECTION WITH ANY PROJECT, OR ANY SERVICES PERFORMED IN CONNECTION HERewith OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF THE CUSTOMER'S PARTICIPATION IN THE PROGRAM. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS, LICENSORS, OR PROVIDERS OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM UNDER THESE TERMS AND CONDITIONS, INCLUDING ITEMS INCORPORATED IN THE PROGRAM, ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF THE Program Administrator AND THE Program Administrator MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES. THE TERMS OF THIS SECTION SHALL GOVERN OVER ANY CONTRARY VERBAL STATEMENTS OR LANGUAGE APPEARING IN ANY Program Administrator's OTHER DOCUMENTS.
- (b) Neither the Program Administrator nor any of its employees or contractors is responsible for determining that the design, engineering or installation of the EEMs is proper or complies with any particular laws, codes, or industry standards. The Program Administrator does not make any representations of any kind regarding the benefits or energy savings to be achieved by the EEMs or the adequacy or safety of the EEMs.
- (c) Customer acknowledges and agrees that it is solely responsible (directly-based on its own judgment or indirectly-based on the advice of an independent expert (not the Program Administrator) for all aspects of the EEMs and related work including, but not limited to: selecting the equipment; selecting contractors to perform the work; inspecting the work and the equipment; ensuring that the equipment is in good working order and condition; ensuring that the equipment is of the manufacture, design specifications, size and capacity selected by the Customer and that the same is properly installed and suitable for Customer's purposes; and determining if work was properly performed.
- (d) Customer agrees and acknowledges that Program Administrator is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work.
- (e) The provisions of this Section 16 shall survive the termination, cancellation or completion of the Customer's participation in the Program.

18. Equipment, Contractor Selection and Contracting

Customer is responsible for selecting and purchasing the EEMs and selecting and contracting with the design and installation contractor(s). The Customer shall be responsible for enforcing all such contracts and for assuring that the EEMs meet Program requirements and applicable laws, regulations and codes, and that the contractor(s) are properly qualified, licensed and insured. Notwithstanding the foregoing, the Customer acknowledges that the Program Administrator reserves the right to deny a vendor or contractor to participate in this Program or provide equipment or services. The Program Administrator also has the right to exclude certain equipment from the Program.

19. Removal of Equipment

The Customer agrees, as a condition of participation in the Program to properly remove and dispose of or recycle the equipment, lamps and components in accordance with all applicable laws, and regulations and codes. The Customer agrees not to re-install any of removed equipment in the Commonwealth of Massachusetts or the service territory of any affiliate of the Program Administrator, and assumes all risk and liability associated with the reuse and disposal thereof.

20. Energy Benefits

Other than the energy cost savings realized by Customer, the Program Administrator is entitled to 100% of the benefits and rights associated with the EEMs, including without limitation ISO-NE products and all other attributes, credits or products associated therewith under any regional initiative or federal, state or local law, program or regulation or program, and Customer waives, and agrees not to seek, any right to the same.

21. Customer Must Declare and Pay All Taxes

The benefits conferred upon the Customer through participation in this Program may be taxable by the federal, state, and local government. The Customer is responsible for declaring and paying all such taxes. The Program Administrator is not responsible for the payment of any such taxes.

22. Counterpart Execution; Scanned Copy.

Any and all agreements and documents requiring signature related hereto may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of such agreements and documents notwithstanding the failure or inability to produce or tender an original, executed counterpart of the same and without the requirement that the unavailability of such original, executed counterpart of the same first be proven.

23. Miscellaneous

- (a) Paragraph headings are for the convenience of the parties only and are not to be construed as part of these Terms and Conditions.
- (b) If any provision of these Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms.
- (c) These Terms and Conditions shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts.
- (d) In the event of any conflict or inconsistency between these Terms and Conditions and any Program Materials, these Terms and Conditions shall be controlling.
- (e) Except as expressly provided herein, there shall be no modification or amendment to these Terms and Conditions or the Program Materials unless such modification or amendment is in writing and signed by a duly authorized officer of the Program Administrator.
- (f) The provisions of Sections 5, 7, 8, 9, 11, 13, 15, 16, 18, 19, 20, and 21 (including any other sections herein that specifies by its terms that it survives termination) shall survive the termination or expiration of the Customer's participation in the Program.

30 Providence Road

Grafton, MA 01519

p. 508-839-5335

berger@graffon-ma.gov

www.graffon-ma.gov

upgrade lights room F

Name of Firm	contact information	phone number	email address	Price	Date	Details
Ockers Company 830 West Chestnut St Brockton, Massachusetts 02301	Jonathan Lipsy Manager, Broadcast & Lighting	58-423-9764	lipsy@isgboston.com>	\$19,399 Excluding shipping	12/3/2018	
north east electric	Edward Slowe	781-401- 8511	ed.slowe@needco.com	\$19,580.66	1/31/2019	emailed lighting package 1-3-2019
Hampden/Zimmer man Electric Supply (Div of USESI)	Rich Morini	413-730-6717	rmorini@hzelectric.com	All that said, It would be a long while before I could get to the site for an audit/inspection as you are a slightly outside my normal stomping grounds.	1/3/2019	emailed lighting package 1-3-2019
Standard Electric (Div of USESI)	Thomas R. Posney	Office: (978) 988- 3130 Cell: (978) 375-2213	posne@standardelectric.com	\$20,507.00	1/4/2019	emailed lighting package 1-3-2019

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4. (c) NEW BUSINESS – ONE DAY BEER & WINE LICENSE (Tufts)

Cummings School of Veterinary Medicine at Tufts University has submitted application for eight (8) one day beer and wine licenses. They have a TIPS trained server and proper insurance.

The dates are as follows:

February 8, 2019 – Cummings Gathering

February 22, 2019 – Leadership Seminar

March 1, 2019 – Paint Night

March 22, 2019 - Cummings Gathering

March 29, 2019 – Trivia Night

April 19, 2019 – Cummings Gathering

May 4, 2019 – Alpha Psi Vet Olympics

May 22, 2019 – University Wide Teaching Conference

As you know, Tufts has been issued many licenses over the past several years. There have been no issues and they have been very responsible with serving. Trena Haroutunian organizes these events and has done so for the past several years. For this reason, I did not require her to attend.

MOTION:

I move the board vote to approve one day beer and wine licenses for events being held at the Cummings School of Veterinary Medicine at Tufts University on the following dates: February 8, February 22, March 1, March 22, March 29, April 19, May 4, and May 22, 2019.

Cummings GATHER

DATE:

Tufts University - Cummings School
Company Name:

Application for and/or renewal of Town License. Please complete both sides and return to the Board of Selectmen with your payment.

**** The Board of Selectmen meet on the first and third Tuesday of every month. If your application and/or renewal is not received and processed by Noon on Wednesday prior to the Selectmen's meeting on said Tuesday, your request will be delayed until the next scheduled meeting.**

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

2/8/19
Date(s) of Function

Campus Center
Location of Function

To the Honorable Board of Selectmen
Town of Grafton, Massachusetts

I hereby respectfully make application for a Renewal () / Original () license as indicated by (X), for which the fee is enclosed.

- | | |
|--|----------------------------------|
| () Garage Class _____ (\$100) | () Music (\$10) |
| () Peddler (\$25.00) | () Common Victuallers (\$25) |
| () Pool Room, _____ tables at (\$25) each | () Innholders (\$25) |
| () Bowling, _____ alleys at (\$25) each | (X) One Day Beer & Wine (\$25) |
| () Auctioneer (\$25) | () One Day All Alcoholic (\$25) |
| () One Day Auctioneer (\$10) | () Second Hand Articles (\$40) |
| () Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side | |

Name: _____

Manufacturer: _____

Cummings School
Business Name: Tufts University

License in name of: Barbara Berman

Title: Assistant Dean, Student Affairs

Business Address: 200 Westboro Rd.

No. Grafton, MA

Phone No.: 508 939-8733

Residence: N/A

Phone No. N/A

Signature of Applicant: Barbara Berman

PLEASE COMPLETE THE REVERSE SIDE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

Trustees of Tufts College
c/o Cummings School of Veterinary Medicine - Dean's Office

(Print) Name (of individual or Corporation as applicable)

200 Westboro Road

Street Address

No. Grafton MA

City/Town

State

01536

Zip Code

Joseph M. Manna

Signature of Individual or
Corporate Name (mandatory)

Executive Assoc. Dean

Re: Corporate Officer
(mandatory, if applicable)

FEIN: 042103634

** Social Security No. (voluntary) or
Federal Identification Number

* This license will not be issued unless this certification clause is signed by the applicant.

** Your Social Security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s. 49A.

Date: _____

Next Scheduled Meetings of the Selectmen

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Cummings School of Veterinary Medicine at Tufts. University

DATE: 1/23/2019

Company Name: _____

Application for and/or renewal of Town License. Please complete both sides and return to the Board of Selectmen with your payment.

****The Board of Selectmen meet on the first and third Tuesday of every month. If your application and/or renewal is not received and processed by Noon on Wednesday prior to the Selectmen's meeting on said Tuesday, your request will be delayed until the next scheduled meeting.**

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 98 of the Massachusetts General laws.

2/22/2019 4:00 - 7:00 pm -

Varis Campus Center, Cummings School

Date(s) of Function

Location of Function

To the Honorable Board of Selectmen
Town of Grafton, Massachusetts

I hereby respectfully make application for a Renewal () / Original () license as indicated by (X), for which the fee is enclosed.

- | | |
|--|----------------------------------|
| () Garage Class_ (\$100) | () Music (\$10) |
| () Peddler (\$25.00) | () Common Victuallers (\$25) |
| () Pool Room, tables at (\$25) each | () Innholders (\$25) |
| () Bowling, alleys at (\$25) each | (X) One Day Beer & Wine (\$25) |
| () Auctioneer (\$25) | () One Day All Alcoholic (\$25) |
| () One Day Auctioneer (\$10) | () Second Hand Articles (\$40) |
| () Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side | |

Business Name:

Cummings School of Veterinary Medicine at Tufts University _____

Name: _____

License in name of: Dr. Nicholas Frank
Title: Associate Dean for Academic Affairs
Business Address: 200 Westboro Road,
North Grafton, MA 01536

Manufacturer: _____

Phone No.: 508-887-4200

Residence: N/A

Phone No. N/A

Signature of Applicant: _____

PLEASE COMPLETE THE REVERSE SIDE

delivered by
Karen Reagan



eTIPS On Premise 3.0 CERTIFIED

Issued: 3/14/2017

Expires: 3/14/2020

ID#: 4478850

**Jean M Sagerian
36 New Boston Rd
Sturbridge, MA 01566-1011**

For service visit us online at www.gettips.com

Explanation of Alcohol Permits for Academic Affairs.

February 22, 2019

Leadership Seminar

This course is offered in the third-year curriculum before entering clinical rotations. The course prepares students to understand and work with different personalities. After a full day of different exercises, the students will meet on campus for dinner.

May 22, 2019

Tufts University-wide Teaching Conference

This is a day when all faculty across all the Tufts University campuses are invited to attend a day of workshops on teaching and learning. At the end of the day, there will be a wine and cheese gathering.

[Back to Agenda](#)

V21 Paint Night

3/1/19

DATE:

Tufts University - Cummings School
Company Name:

Application for and/or renewal of Town License. Please complete both sides and return to the Board of Selectmen with your payment.

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3/1/19
Date(s) of Function

Campus Center
Location of Function

To the Honorable Board of Selectmen
Town of Grafton, Massachusetts

I hereby respectfully make application for a Renewal () / Original () license as indicated by (X), for which the fee is enclosed.

- | | |
|--|----------------------------------|
| () Garage Class _____ (\$100) | () Music (\$10) |
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| () Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side | |

Name: _____

Manufacturer: _____

Business Name: Tufts University Cummings School
License in name of: Barbara Berman
Title: Assistant Dean Student Affairs
Business Address: 200 Westboro Rd.
No. Grafton, MA 01536
Phone No.: 508 839-8733
Residence: N/A
Phone No. N/A
Signature of Applicant: Bu Bu

PLEASE COMPLETE THE REVERSE SIDE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

Trustees of Tufts College
c/o Cummings School of Veterinary Medicine - Dean's Office

(Print) Name (of individual or Corporation as applicable)

200 Westboro Road

Street Address

No. Grafton

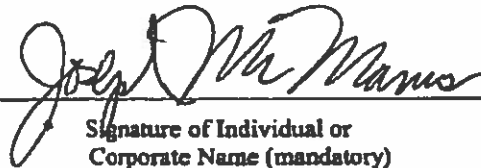
MA

01536

City/Town

State

Zip Code



Signature of Individual or
Corporate Name (mandatory)

Executive Assoc. Dean

Re: Corporate Officer
(mandatory, if applicable)

FEIN: 042103634

** Social Security No. (voluntary) or
Federal Identification Number

• This license will not be issued unless this certification clause is signed by the applicant.

** Your Social Security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s. 49A.

Date: _____

Next Scheduled Meetings of the Selectmen

Cummings GATHER

3/22/19

DATE:

Tufts University - Cummings School
Company Name:

Application for and/or renewal of Town License. Please complete both sides and return to the Board of Selectmen with your payment.

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3/22/19
Date(s) of Function

Campus Center
Location of Function

To the Honorable Board of Selectmen
Town of Grafton, Massachusetts

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- | | |
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Name: _____

Manufacturer: _____

Tufts University
Business Name: Cummings School
License in name of: Barbara Berman
Title: Assistant Dean, Student Affairs
Business Address: 200 Westboro Rd.
No. Grafton, MA 01536
Phone No.: 508 839-8733
Residence: N/A

Phone No. N/A
Signature of Applicant: Bar B

PLEASE COMPLETE THE REVERSE SIDE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

Trustees of Tufts College
c/o Cummings School of Veterinary Medicine - Dean's Office

(Print) Name (of individual or Corporation as applicable)

200 Westboro Road

Street Address

No. Grafton

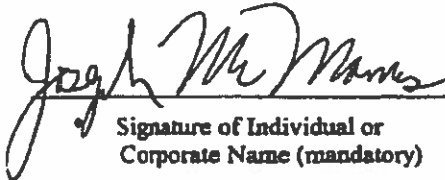
MA

01536

City/Town

State

Zip Code



Signature of Individual or
Corporate Name (mandatory)

Executive Associate Dean

Re: Corporate Officer
(mandatory, if applicable)

FEIN: 042103634

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Date: 1/25/19

Next Scheduled Meetings of the Selectmen

[Back to Agenda](#)

WAZE Trivia Night

3/29/19

DATE:

Tufts University - Cummings School
Company Name:

Application for and/or renewal of Town License. Please complete both sides and return to the Board of Selectmen with your payment.

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3/29/19
Date(s) of Function

Campus Center
Location of Function

To the Honorable Board of Selectmen
Town of Grafton, Massachusetts

I hereby respectfully make application for a Renewal () / Original () license as indicated by (X), for which the fee is enclosed.

- | | |
|--|----------------------------------|
| () Garage Class _____ (\$100) | () Music (\$10) |
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Name: _____

Manufacturer: _____

Tufts University
Business Name: Cummings School

License in name of: Barbara Berman

Title: Assistant Dean Student Affairs

Business Address: 200 Westford Rd.

No. Grafton, MA 01536

Phone No.: 508 839-8733

Residence: N/A

Phone No. N/A

Signature of Applicant: Bu Bu

PLEASE COMPLETE THE REVERSE SIDE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

Trustees of Tufts College
c/o Cummings School of Veterinary Medicine - Dean's Office

(Print) Name (of individual or Corporation as applicable)

200 Westboro Road

Street Address

No. Grafton

MA

01536

City/Town

State

Zip Code

Joseph McManus

Signature of Individual or
Corporate Name (mandatory)

Executive Associate Dean

Re: Corporate Officer
(mandatory, if applicable)

FEIN: 042103634

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Federal Identification Number

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Date:

1/25/19

Next Scheduled Meetings of the Selectmen

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Cummings GATHER

4/19/19

DATE:

Tufts University - Cummings School
Company Name:

Application for and/or renewal of Town License. Please complete both sides and return to the Board of Selectmen with your payment.

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4/19/19
Date(s) of Function

Campus Center
Location of Function

To the Honorable Board of Selectmen
Town of Grafton, Massachusetts

I hereby respectfully make application for a Renewal () / Original () license as indicated by (X), for which the fee is enclosed.

- | | |
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Name: _____

Manufacturer: _____

Business Name: Tufts University Cummings School

License in name of: Barbara Berman

Title: Assistant Dean, Student Affairs

Business Address: 200 Westboro Rd.

No. Grafton, MA 01536

Phone No.: 508 839-8733

Residence: N/A

Phone No. N/A

Signature of Applicant: Bar B

PLEASE COMPLETE THE REVERSE SIDE

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Trustees of Tufts College
c/o Cummings School of Veterinary Medicine - Dean's Office

(Print) Name (of individual or Corporation as applicable)

200 Westboro Road

Street Address

No. Grafton

MA

01536

City/Town

State

Zip Code

Joseph M. Manna
Signature of Individual or
Corporate Name (mandatory)

Executive Associate Dean
Re: Corporate Officer
(mandatory, if applicable)

FEIN: 042103634

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Date:

1/25/19

Next Scheduled Meetings of the Selectmen

Back to Agenda

5/4/19

DATE:

Tufts University - Cummings School
Company Name:

Application for and/or renewal of Town License. Please complete both sides and return to the Board of Selectmen with your payment.

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5/4/19
Date(s) of Function

Phelps Field
Location of Function

To the Honorable Board of Selectmen
Town of Grafton, Massachusetts

I hereby respectfully make application for a Renewal () / Original () license as indicated by (X), for which the fee is enclosed.

- | | |
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Name: _____

Manufacturer: _____

Business Name: Tufts University Cummings School
License in name of: Barbara Berman
Title: Assistant Dean, Student Affairs
Business Address: 200 Westford Rd.
No. Grafton, MA 01536
Phone No.: 508 839-8733
Residence: N/A
Phone No. N/A
Signature of Applicant: Bu Bu

PLEASE COMPLETE THE REVERSE SIDE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

Trustees of Tufts College
c/o Cummings School of Veterinary Medicine - Dean's Office

(Print) Name (of individual or Corporation as applicable)

200 Westboro Road

Street Address

No. Grafton

MA

01536

City/Town

State

Zip Code

Joseph M. Munn

Signature of Individual or
Corporate Name (mandatory)

Executive Assistant Dean

Re: Corporate Officer
(mandatory, if applicable)

FEIN: 042103634

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Date: 1/25/19

Next Scheduled Meetings of the Selectmen

Back to Agenda

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February 22, 2019

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Cummings School of Veterinary Medicine at Tufts. University

DATE: 5/22/2019

1/23/19

Company Name: _____

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5/22/2019 4:00pm – 6:00pm

Varis Campus Center, Cummings School

Date(s) of Function

location of Function

To the Honorable Board of Selectmen
Town of Grafton, Massachusetts

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- | | |
|--|----------------------------------|
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| () Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side | |

Business Name:

Cummings School of Veterinary Medicine at Tufts University _____

License in name of: **Dr. Nicholas Frank**
Title: **Associate Dean for Academic Affairs**
Business Address: **200 Westboro Road,**
North Grafton, MA 01536

Name: _____

Manufacturer: _____

Phone No.: **508-887-4200**

Residence: **N/A**

Phone No. **N/A**

Signature of Applicant: _____

PLEASE COMPLETE THE REVERSE SIDE

Back to Agenda



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CERTIFIED

Issued: 3/14/2017

Expires: 3/14/2020

ID#: 4478850

**Jean M Sagerian
36 New Boston Rd
Sturbridge, MA 01566-1011**

For service visit us online at www.gettips.com



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Sturbridge, MA 01566-1011

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[Back to Agenda](#)

4. (d) NEW BUSINESS: SUTTON LLC / 58 FOLLETTE STREET

MOTION:

I move the board vote to

[Back to Agenda](#)

4 (e) NEW BUSINESS – SIGN LAND TRANSFER PINE STREET

The BoS will be asked to review and approve the signing of the attached documents.

The Documents are as follows:

1. Memorandum of Agreement between DCAMM, the Town of Grafton, and Mass Historical Commission. The MOA will also be signed by the Grafton Historical Commission as representing Mass Historic interest in preserving the buildings on the 8.8 acres of the former Grafton State Hospital.
2. Land Disposition Agreement: The agreement outlines the terms sale of the property to the Town and various obligations associated with the eventual development of the parcel and buildings.
3. Easement Agreement: The third document is an easement agreement that recognizes previously identified access and utility easements that serve the existing buildings and the Job Corps Campus. The document does outline the ability of the Town to revise the easements during the development of the property.

MOTION:

I move the board vote to sign the following Land Acquisition Documents for the Pine Street Property; Memorandum of Agreement, Land Disposition Agreement and the Easement Agreement.

MEMORANDUM OF AGREEMENT
among
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE,
TOWN OF GRAFTON and MASSACHUSETTS HISTORICAL COMMISSION
regarding
GRAFTON STATE HOSPITAL, PINES C, D, and E

WHEREAS, Chapter 223 of the Acts of 2018 authorizes the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance (DCAMM) to convey certain parcels of land and buildings thereon at the former Grafton State Hospital at the intersection of Pine and Green Streets (Parcel) located in the Town of Grafton, MA (Town) to the Town; and

WHEREAS, the Town will have the right to develop the Parcel by and through private development for uses deemed appropriate by the Town and subject to all federal, state and local permits and approvals; and

WHEREAS, the Parcel contains three (3) structures listed as contributing resources within the District and identified as Building #28, Hospital Pines C (1904), Building #29, Hospital Pines D (1915), and Building #30, Hospital Pines E (1939); and

WHEREAS, Building #28, Hospital Pines C, Building #29, Hospital Pines D, and Building #30, Hospital Pines E are listed in the State and National Registers of Historic Places as contributing resources to the Grafton State Hospital (GSH) District, a district listed as part of the Massachusetts State Hospitals and State Schools Multiple Property Listing; and

WHEREAS, the Town is preparing to issue a Request for Proposals (RFP) for the sale or lease and redevelopment of the Parcel; and

WHEREAS, the transfer by disposition of the Parcel constitutes a project undertaken by a State agency pursuant to 950 CMR 71.03 and is a project for which DCAMM and the Town have sought the comments of the Massachusetts Historical Commission (MHC) pursuant to M.G.L. Chapter 9, Section 26-27C, as amended by Chapter 254 of the Acts of 1988 (950 CMR 71.00); and

WHEREAS, MHC has determined that the proposed project will have an adverse effect on the historic property pursuant to 950 CMR 71.05(e) through the disposition of a State Register property; and

WHEREAS; no feasible or prudent alternative exists to eliminate the adverse effect of the proposed disposition; and

WHEREAS, MHC has determined to accept the adverse effect of the disposition of the Parcel in consideration of the mitigation alternatives described herein; and

WHEREAS, MHC, DCAMM and the Town agree, and the Grafton Historical Commission (GHC) hereby concurs, that the project shall be undertaken and implemented in accordance with the following stipulations to mitigate the effect of the disposition of the Parcel in compliance with M.G.L. Chapter 9, Section 27C.

STIPULATIONS

DCAMM and the Town shall ensure that the following measures are carried out in coordination with MHC and GHC, as set forth below:

I. Redevelopment of the Disposition Parcel

- A. The Town is encouraged to include historic preservation in any redevelopment process. Options for redevelopment of the Parcel which incorporate historic preservation should take into account the following principles of reuse planning:
1. Preservation of the character-defining features of the contributing buildings, structures and landscapes on the Parcel should be encouraged where feasible.
 2. If it is determined that it is not feasible to preserve all of the character-defining features of the contributing buildings, structures and landscape features on the Parcel, the feasibility of preserving character-defining features of portions of the contributing buildings, structures and landscape features will be examined and encouraged where feasible.
 3. Rehabilitation of contributing buildings, structures and landscape features on the Parcel should be consistent with recommended approaches in the Secretary of the Interior's Standards for Rehabilitation of Historic Properties (hereinafter "Standards").

II. Marketing Plan and Request for Proposals

- A. Notwithstanding any provisions of this MOA, the Town will have full marketing authority for the Parcel and will make all final marketing decisions. The Town will consult with MHC and GHC on developing a marketing plan for the Parcel which shall include the following elements:
1. An advertising plan and schedule for publicizing the availability of the RFP.
 2. An initial distribution list for notice of availability of the RFP which will include any contacts offered by MHC and GHC.
 3. A schedule for receiving and reviewing submissions in response to the RFP.
- B. The Town will provide a draft marketing plan to MHC and GHC. MHC and the GHC will have fourteen (14) days to review and comment on the draft marketing plan. If MHC or GHC does not find the draft marketing plan acceptable, the Town will make reasonable efforts exercised in good faith to accommodate the concerns of MHC and GHC and will submit a final marketing plan. Before implementation, MHC and GHC will have seven (7) days to review and comment on the portions of the final marketing plan which address issues of historic preservation. In the event MHC and GHC do not provide initial comments on the draft marketing plan within 14 days or comments on the final marketing plan within 7 days, the plan shall be deemed acceptable to MHC and GHC. It is understood that the content of the marketing plan shall not require approval of MHC or GHC.
- C. Concurrent with the development of a marketing plan, The Town will prepare the RFP for the disposition of the Site. The Town will consult with MHC and GHC on developing the RFP which shall include the following elements:
1. An appendix to the RFP that includes the National Register Nomination form. The appendix should refer to the MHC and National Park Service websites for additional information on the State and Federal Historic Tax Credit programs.
 2. A photograph and parcel map of the Parcel.

3. Reference to the points listed under I.A. of this MOA. The RFP as a whole will make a good faith effort to generate interest in the preservation of what MHC has defined as the historic character of the Parcel.
- D. The Town will provide a confidential draft RFP to MHC and GHC. MHC and GHC will have fourteen (14) days to review and comment on those portions of the draft RFP which address issues of historic preservation. Before issuance of the final RFP, MHC and GHC will have seven (7) days to review and comment on the portions of the final RFP which address issues of historic preservation. In the event MHC and GHC do not provide initial comments on the draft RFP within 14 days or comments on the final RFP within 7 days, the RFP shall be deemed acceptable to MHC and GHC. It is understood that the content of the RFP shall not require approval of MHC or GHC. It is further understood that MHC and GHC will not share any portion of the RFP with anyone prior to the time the RFP is made publicly available by the Town.
- E. The marketing effort shall be continued for no less than three months from the date of the issuance of the RFP. Issuance shall occur when the notice of availability of the RFP is published in the Central Register.
- F. The Town will schedule a Bidder's Conference for prospective developers to occur at the midpoint of the marketing effort during which MHC and GHC will have the opportunity to present information and to answer questions from prospective developers.
- G. Once proposals from developers are received by the Town in response to the RFP, MHC and GHC shall be afforded the opportunity to comment on the proposals and to provide these comments in writing to the Town prior to any interviews which the Town may conduct with any of the developers. If, after a consultation period of no more than thirty (30) days with MHC and GHC regarding the applicability of the Standards to the proposals and taking into consideration MHC and GHC comments during any interviews which the Town may conduct with any of the developers during the RFP marketing period, the Town, in its sole determination, has received no proposals that are feasible and acceptable that provide for rehabilitation or new construction in conformance with the recommended approaches in the Standards, the Town will convey its conclusions to MHC and GHC.
 1. For all buildings, structures and landscape features for which there is no preservation proposal that is feasible and acceptable to the Town, then the Town or any new owners of any part of the Parcel or any other person may proceed, subject to any other applicable reviews and permits, with demolition of buildings and structures or rehabilitation or new construction that does not conform to the Standards.

III. New Construction

- A. The Town shall encourage new buildings and structures that are sympathetic or compatible to what MHC has determined to be character-defining attributes of the contributing buildings, structures and landscape features on the Parcel.

IV. Exempted Activities

- A. The following construction activities are unlikely to affect what MHC regards as the character-defining attributes of the Parcel and are exempted from further review by MHC, including comments in any environmental review process:

1. Resurfacing, maintenance, repair or improvement of existing parking lots, roads and driveways.
2. Repair, replacement or improvements to infrastructure, i.e. heating and electrical systems, sewer, water, ventilation systems or plumbing.

3. Maintenance work such as painting, repair or replacement of substantially in-kind architectural elements.
4. All interior work.
5. Demolition or alteration of non-contributing structures.
6. New construction on the Parcel within existing building sites that is consistent with the design guidelines set forth in Section III.

V. Historic Rehabilitation Tax Credits

- A. Rehabilitation of buildings and landscape features that contribute to the National Register District may qualify for State and/or Federal tax credits. The Town shall encourage any third-party developer to consult with MHC and the National Park Service to determine if the buildings are eligible for tax credits and if the proposed work meets the Secretary of the Interior's Standards for Rehabilitation allowing for the award of tax credits.

VI. Modifications

Any party to this MOA may request that it be amended or modified whereupon the parties will consult in accordance with 950 CMR 71 to consider such amendment or modification.

Executed as of the date of the last signature below.

SIGNATORIES:

TOWN OF GRAFTON

By: _____ Date: _____
Title:

DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE

By: _____ Date: _____
Carol W. Gladstone
Title: Commissioner

MASSACHUSETTS HISTORICAL COMMISSION

By: _____ Date: _____
Brona Simon
Title: Executive Director

IN CONCURRENCE:

GRAFTON HISTORICAL COMMISSION

By: _____ Date: _____
Title:

LAND DISPOSITION AGREEMENT

DATED as of _____

By and Between

**THE COMMONWEALTH OF MASSACHUSETTS, ACTING BY AND THROUGH ITS
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE**

and

THE TOWN OF GRAFTON, MASSACHUSETTS

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LAND DISPOSITION AGREEMENT

THIS LAND DISPOSITION AGREEMENT (the "**Agreement**") is made as of the ____ day of _____, 20__, by and between the COMMONWEALTH OF MASSACHUSETTS (the "**Commonwealth**") acting by and through its Division of Capital Asset Management and Maintenance ("**DCAMM**"), and THE TOWN OF GRAFTON, MASSACHUSETTS (the "**Town**").

WHEREAS, pursuant to Chapter 223 of the Acts of 2018 ("**Authorizing Legislation**"), a copy of which is attached to this Agreement as Exhibit A, the Commissioner of DCAMM (the "**Commissioner**") is authorized to convey to the Town certain property at the former state hospital in Grafton, Massachusetts, more particularly shown as Parcel F, containing 8.830± acres (the "**Property**") on a certain plan entitled "Plan of Land, Parcel To Be Conveyed to the Town of Grafton Located At Grafton State Hospital in the Town of Grafton, Massachusetts, Worcester County, Owned by the Commonwealth of Massachusetts", prepared for the Division of Capital Asset Management & Maintenance by Nitsch Engineering, Inc., dated March 29, 2018 attached to this Agreement as Exhibit B (the "**Plan**");

WHEREAS, DCAMM and the Town have entered into a memorandum of agreement dated as of _____, with the Massachusetts Historical Commission ("**MHC**") entitled "Memorandum of Agreement Regarding Grafton State Hospital" (the "**MHC MOA**"), a copy of which is attached to this Agreement as Exhibit C; and

WHEREAS, the Town desires to purchase and redevelop the Property upon the terms and conditions set forth in the Authorizing Legislation and the terms, covenants and conditions set forth herein; and

WHEREAS, DCAMM and the Town desire to proceed with the sale and purchase of the Property and with its development in an expeditious and orderly fashion;

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, the sufficiency of which is hereby acknowledged, each of them does hereby covenant and agree with the other as follows:

SECTION 1 CONVEYANCE OF THE PROPERTY

1.1 Conveyance of the Property. The Commonwealth agrees to sell the Property to the Town and the Town agrees to purchase the Property from the Commonwealth in accordance with the provisions, terms and conditions of the Authorizing Legislation and this Agreement.

1.2 Condition of Property. The Commonwealth and the Town agree that the Property and improvements thereon shall be conveyed to the Town "AS IS", in the condition in which the Property and improvements thereon are in as of the date hereof, reasonable wear and tear excepted, without any warranties or representations whatsoever from DCAMM or the Commonwealth. It is understood and agreed by the Town that, except as specifically provided in Section 2 with respect to the determination of "Net Proceeds" and "Additional

Consideration,” both as hereinafter defined, neither DCAMM nor the Commonwealth shall be responsible for, nor bear any portion of, the cost of any work on the Property, and that all costs incurred by the Town in connection with its ownership of the Property in accordance with this Agreement shall be borne by the Town.

SECTION 2 CONSIDERATION

2.1 Purchase Price. The consideration to be paid by the Town to the Commonwealth for the conveyance of the Property shall be One Dollar (\$1.00) (the “**Purchase Price**”). The Purchase Price shall be payable upon the conveyance of the Property to the Town.

2.2 Additional Consideration. In addition to the Purchase Price, the “Net Proceeds”, as hereinafter defined, of any sale or lease of the Property or any portion thereof shall be divided equally by the Town and the Commonwealth, unless the Town has completed any or all of the specified acts entitling the Town to a greater percentage of the Net Proceeds, all as set forth below. The amount of the Net Proceeds, as hereinafter defined, owed to the Commonwealth in connection with any sale or lease of the Property or any portion thereof is sometimes referred to herein as “**Additional Consideration**”.

(A) With respect to the sale or lease of the Property or any portion thereof:

- i) The Town shall be entitled to receive Fifty percent (50%) of the Net Proceeds from such sale or lease, and may receive additional amounts as follows:
 - (a) If the Town sells or leases the Property, or any portion thereof, on or before the date which is two (2) years after The Property Closing Date, the Town may receive an additional Five percent (5%) of the Net Proceeds from such sale or lease;
 - (b) If the Town sells or leases the Property, or any portion thereof, on or before the date which is more than two (2) years but less than five (5) years after the Property Closing Date, the Town may receive an additional Two and one-half percent (2.5%) of the Net Proceeds from such sale or lease;
 - (c) If the Town has completed a report produced by an independent real estate services firm, hired by the Town, to assess the highest and best use of the Property, including, without limitation, regional and local economic analyses (a “**Comprehensive Market Study**”) to inform land use decisions including, without limitation, zoning of the Property, prior to a sale or lease of the Property or a portion thereof, the Town may receive an additional One percent (1%) of the Net Proceeds from such sale or lease and from sales of other portions of the Property subject to the Comprehensive Market Study;
 - (d) If the Town has adopted “as of right zoning”, so called, for the Property, or any portion thereof, which requires that the Property or such portion thereof be used for residential housing of at least four (4) units per acre for single family units and eight (8) units per acre for multifamily units, prior to the sale or lease of the

Property or such portion thereof, the Town may receive an additional One and one-half percent (1.5%) of the Net Proceeds from the sale or lease of such portions of the Property that are subject to such "as of right zoning";

- (e) If the Town has adopted expedited permitting pursuant to Chapter 43D of the General Laws for the Property, or any portion thereof, prior to a sale or lease of the Property or such portion thereof, the Town may receive an additional One and one-half percent (1.5%) of the Net Proceeds from such sale or lease and from sales of other portions of the Property subject to expedited permitting pursuant to Chapter 43D of the General Laws;
- (f) If the Town adheres to the Commonwealth's sustainable development principles in the planning for the Property, or any portion thereof, as evidenced by the completion of a Town-wide Master Plan that includes the Property, prior to a sale or lease of the Property or such portion thereof, the Town may receive an additional One percent (1%) of the Net Proceeds from such sale or lease and from sales of other portions of the Property subject to said Master Plan.

- ii) The Commonwealth shall be entitled to receive the balance of the Net Proceeds, in accordance with this Section 2.

(B) For purposes of this section, "**Net Proceeds**" shall be defined as the difference between the gross amount received by the Town from the sale or lease of the Property or any portion thereof and the costs incurred by the Town for reasonable capital expenditures, routine security and reasonable and customary operating expenses, including, without limitation, for repairs, snow removal, groundskeeping and rubbish removal with respect to the entire Property (exclusive of the Purchase Price) prior to the sale or lease of the Property or portion of the Property ("**Operating Expenses**"), provided that the Town shall not be entitled to recoup any Operating Expenses for portions of the Property that the Town does not sell or lease. Net Proceeds shall be calculated as follows:

- i) the gross amount received by the Town from the sale or lease of the Property or any portion thereof, less
- ii) an amount equal to:
 - (a) a pro-rated portion of the total Operating Expenses, based on the total percentage of land area (in acres) of the entire Property sold or leased by the Town as of the date of completion of such sale or lease, less
 - (b) any Operating Expenses previously recouped by the Town in connection with previous sales or leases of the Property.

An example of the calculation of Net Proceeds, provided for illustrative purposes only, is attached to this Agreement as Exhibit D.

If the Net Proceeds from the sale of the Property or any portion thereof is a negative amount, the Commonwealth and DCAMM shall not be required to make any payments to the Town.

(C) Within thirty (30) days after the end of each calendar quarter following the date of this Agreement, the Town shall submit a report to DCAMM detailing the Operating Expenses incurred by the Town during the preceding calendar quarter which the Town intends to include in determining Net Proceeds. Each such report shall include the amounts spent by the Town, copies of contracts and invoices for the expenditures and such other information as DCAMM may request from time to time. Each such report shall also include the cumulative amount of Operating Expenses which the Town intends to include in determining Net Proceeds from the sale of the Property or any portion thereof. Within thirty (30) business days of its receipt of each such report, DCAMM may notify the Town of any questions it has regarding, or objections it has to, any of the Operating Expenses listed in such report, provided, however that the failure of DCAMM to provide such notice shall not be deemed a waiver of DCAMM's right to review and approve such reports or to question the amount of Net Proceeds.

Not less than twenty (20) business days before the Town's sale or lease of the Property or any portion thereof, the Town shall by written notice (a "**Proposed Additional Consideration Statement**") inform DCAMM of the sale or lease, including, without limitation, the sale or lease price, any Operating Expenses incurred since the Town's most recent report pursuant to this Section 2, the amount of Net Proceeds to be paid to the Commonwealth from such sale or lease and, if applicable, the schedule of payments for the Net Proceeds due to the Commonwealth. Within ten (10) business days of its receipt of such Additional Consideration Statement, DCAMM may notify the Town of any questions it has regarding, or objections it has to, any information in the Proposed Additional Consideration Statement, and the Town shall revise the Proposed Additional Consideration Statement accordingly (the revised statement is referred to as an "**Additional Consideration Statement**"), provided, however that the failure of DCAMM to provide such notice shall not be deemed a waiver of DCAMM's right to review and approve such Additional Consideration Statement and to receive its share of the Net Proceeds.

(D) At the closing of any sale or lease of the Property, or any portion thereof, by the Town, the Town shall cause the Additional Consideration Statement and payment of the Additional Consideration owed to the Commonwealth from such sale or lease to be paid directly to DCAMM. In the event the Town leases the Property or a portion thereof under which periodic payments are due to the Town over the term of the lease, the Town shall pay the Additional Consideration owed to the Commonwealth via direct payment to DCAMM on the date each such payment is due. Following its receipt of such Net Proceeds, the Commonwealth shall issue a Certificate Regarding Payment of Additional Consideration substantially in the form attached to this Agreement as Exhibit E ("**Certificate**").

(E) Acceptance of any payment of Additional Consideration by DCAMM or the issuance of any Certificate shall not constitute a waiver of DCAMM's right to receive Additional Consideration if the costs as reported on any Additional Consideration Statement are more than the actual costs incurred by the Town or include amounts not eligible for inclusion in determining the Net Proceeds from any sale or lease of the Property or any portion thereof, or if any amounts paid to the Commonwealth by the Town as Additional Consideration are less than the amounts owed to the Commonwealth pursuant to this Section 2. DCAMM may, at its expense except as otherwise provided below, verify and audit each Additional Consideration Statement within six (6) months after receipt. If such verification and audit demonstrates that the amount of Additional Consideration as set forth in the Additional Consideration Statement was in fact less than ninety percent (90%) of the amount of Additional Consideration actually owed to the Commonwealth, such verification and audit shall be at the

sole cost and expense of the Town. DCAMM shall give written notice of the results of any such audit to the Town. The Town shall pay any deficiency in the Additional Consideration, and the cost of the audit if payable by the Town as provided above, by adding the amount of such deficiency, and the cost of the audit (if so payable by the Town) to the Additional Consideration payable to the Commonwealth from the next sale or lease of the Property or any portion thereof to occur, provided, however, if no such sale or lease occurs within one (1) year after the date of said notice from DCAMM, DCAMM may make written demand upon the Town and the Town shall, subject to appropriation, pay said amount(s) to DCAMM within sixty (60) days after the date of DCAMM's written demand. The failure of DCAMM to make such demand shall not be deemed a waiver of that deficiency. DCAMM's remedies hereunder shall only lie against the Town and not against any bona-fide purchaser or lessee of the Property or any portion thereof acting in good faith.

(F) In the event the Town leases the Property or a portion thereof and subsequently enters into a new lease for the same premises, or sells the same premises, the provisions of this Section 2 shall be applicable to such subsequent lease or sale.

(G) The provisions of this section shall survive delivery of the Release Deeds (as defined below).

SECTION 3. TITLE

3.1 Title. The Property shall be conveyed to the Town by a release deed in the form attached hereto as Exhibit H ("***Release Deed***") subject to:

(A) provisions of the Release Deed;

(B) provisions of this Agreement and any amendments hereto;

(C) provisions of then existing laws, rules and regulations including, without limitation, building, zoning and environmental laws, so long as the same allow the Town to make the uses intended hereunder;

(D) any liens for municipal betterments assessed as of the Closing Date;

(E) the Town's Surviving Covenants (as defined in Section 7 hereof);

(F) Permitted Encumbrances as defined pursuant to Section 3.2 below;

(G) Easements and restrictions of record; and

(H) Any other easements and rights of way DCAMM sees fit to retain for access, egress, utilities and drainage across the Property, the terms of which will be mutually agreeable to DCAMM and the Town, acting reasonably and in good faith, and which will be set forth in a separate document to be recorded with the Release Deed at the Closing;

3.2 Title Review Procedures. The procedures for reviewing title shall be the following:

(A) The Town shall have until 5:00 p.m. (EST) on _____ (the "**Title Examination Period**") within which to examine title to the Property. Within the Title Examination Period, the Town shall notify DCAMM in writing of title exceptions affecting the Property to which the Town objects, if any (any such matters to which the Town objects are referred to as "**Unwanted Encumbrances**").

(B) All title exceptions relating to the Property as of the date of the title examination performed under the preceding paragraph other than the Unwanted Encumbrances shall be deemed to have been waived by the Town and the Town shall accept title to the Property subject to such title exceptions (such title exceptions are referred to as "**Permitted Encumbrances**"). Notwithstanding the foregoing, the Town shall have the right to run title between the end of the Title Examination Period and the Property Closing Date, as applicable, and to object to matters occurring during such time.

(C) Within twenty (20) calendar days after receipt by the Commonwealth of notice of the Unwanted Encumbrances, the Commonwealth shall provide the Town with notice (the "**Commonwealth's Cure Notice**") of which of the Unwanted Encumbrances, if any, the Commonwealth intends to cure.

- i) In the event that the Commonwealth's Cure Notice states that the Commonwealth does not intend to cure all of the Unwanted Encumbrances, the Town shall have the right by notice to the Commonwealth given within twenty (20) calendar days of receipt by the Town of the Commonwealth's Cure Notice, to terminate this Agreement, subject to the provisions of this Section 3.2. In the event that the Town does not so elect to terminate this Agreement, those Unwanted Encumbrances which were not included in the Commonwealth's Cure Notice as Unwanted Encumbrances which the Commonwealth intended to cure shall be deemed for all purposes hereof to be Permitted Encumbrances, and the only title exceptions which shall continue to be Unwanted Encumbrances shall be those matters set forth in the Commonwealth's Cure Notice or those that arise after the Title Examination Period.
- ii) If the Commonwealth's Cure Notice states that the Commonwealth will cure one or more Unwanted Encumbrances but the Commonwealth fails to do so, the Town may, by notice to the Commonwealth, elect among the following remedies, which shall be the exclusive remedies therefor: (a) to waive any uncured Unwanted Encumbrances and purchase the Property subject thereto, without any adjustment to the Purchase Price; or (b) to terminate this Agreement.

(D) Except as expressly provided above, nothing in this Agreement shall require the Commonwealth to make any efforts to remove any title exception with respect to the Property.

SECTION 4. CLOSING AND CLOSING DOCUMENTS

4.1 Closing. The closing of the sale of the Property to the Town (the "**Closing**") shall occur on _____, 20____ (as such date may be extended pursuant to the express terms of this Agreement, the "**Closing Date**"), at the Worcester Registry of Deeds or as otherwise agreed, time being of the essence.

(A) At the Closing, the Town shall deliver the following, all in form and substance reasonably satisfactory to DCAMM:

- i) A completed and executed Disclosure Statement in the form attached to this Agreement as Exhibit F;
- ii) An executed MEPA Agreement in the form attached to this Agreement as Exhibit G;
- iii) An executed easement documentation in accordance with Section 3.1 above; and
- iv) An opinion of counsel, acceptable to DCAMM addressed to DCAMM and the Commonwealth, that the Town has the legal right, power and authority to enter into this Agreement and any other closing documents and perform all of its obligations hereunder and thereunder, and that the individuals executing this Agreement and any other closing documents have been duly authorized after all requisite action of the Town to execute the same on behalf of, and to bind, the Town.

(B) At the Property Closing, DCAMM shall deliver the following, all in form and substance reasonably satisfactory to the Town:

- i) A countersigned MEPA Agreement in the form attached to this Agreement as Exhibit G; and
- ii) An executed easement documentation in accordance with Section 3.1 above; and
- iii) The Release Deed.

(C) On the Closing Date, the Commonwealth shall deliver possession of the Property free of state agency tenants, state authorized lessees or other state agency occupants, subject, however, to any Permitted Encumbrances. The Commonwealth shall not be required to make any efforts to remove any persons in possession of the Property, but may elect to do so in its sole and absolute discretion, in which event the Closing Date shall be extended for a period of thirty (30) days. If, on the Closing Date, as such date may be extended in accordance with the preceding sentence, the Commonwealth is unable to deliver possession of the Property free of parties in possession other than pursuant to any Permitted Encumbrances, the Town may, by written notice to DCAMM, elect either to purchase the Property subject to such parties in possession without reduction in the Purchase Price or to terminate this Agreement.

(D) The Town shall be responsible for all costs including, but not limited to, appraisals, surveys, plans, recording fees, Massachusetts documentary stamp taxes (if required), and any other expenses relating to the conveyance of the Property to the Town pursuant to this Agreement.

SECTION 5. REDEVELOPMENT OF THE PROPERTY

5.1 Use of the Property. As part of any sale or lease of the Property following the Closing, the Town shall allow multi-family market rate and affordable housing on at least a portion of the Property consistent with the requirements of the North Grafton Transit Village Overlay District established by the Town pursuant to chapter 40R of the Massachusetts General Laws.

5.2 Timing; Reverter. The Town shall execute a binding agreement for the sale or lease of the Property or a portion thereof within six (6) years of the Closing. In accordance with Section (e)(1) of the Authorizing Legislation, in the event that, following the Closing, the Town does not sell or lease a portion of the Property in accordance with this Agreement on or before the date that is six (6) calendar years following the recordation of the Release Deed, the Property shall revert to the Commonwealth upon and in accordance with the terms and conditions set forth in the Release Deed.

SECTION 6 COOPERATION BETWEEN THE COMMONWEALTH AND THE TOWN

6.1 Commonwealth Parcel. The Town acknowledges that the Commonwealth is retaining ownership of property adjacent to the Property, which is currently subject to a long-term lease. The Town shall keep the Property near and around the areas shown on the Plan as "Remaining Land Commonwealth of Massachusetts" (collectively, the "***Commonwealth Parcel***") and near and around the Commonwealth-retained easements on the Property in safe condition.

6.2 Updates. At the request of DCAMM, the Town shall, from time to time provide DCAMM with updates regarding the redevelopment of the Property.

6.3 Survival. The provisions of this Section shall survive delivery of the Release Deed.

SECTION 7 TOWN'S SURVIVING COVENANTS

7.1 Covenants. The Town covenants and agrees to be bound by the following Surviving Covenants (collectively, together with all other provisions of this Agreement that by their terms survive the conveyance of the Property, the "***Town's Surviving Covenants***"):

(A) The Town shall pay the Additional Consideration to the Commonwealth in the amounts and in the manner set forth in this Agreement.

(B) The Town shall redevelop, or cause the redevelopment, of the Property in accordance with the guidelines of the MHC MOA as the same may be amended from time to time, or as otherwise acceptable to MHC.

(C) The Town shall execute a binding agreement for the sale or lease of the Property or a portion thereof within six (6) years of the Closing.

(D) The Town shall allow multi-family market rate and affordable housing on a portion of the Property consistent with the requirements of the North Grafton Transit Village Overlay

District established by the Town pursuant to chapter 40R of the Massachusetts General Laws.

(E) Any redevelopment of the Property shall comply with all applicable federal, state and local codes, laws and regulations as interpreted and enforced by the relevant regulating agency or agencies and all permits and approvals issued thereunder.

(F) No covenant, agreement, lease, conveyance or other instrument shall be entered into or executed by the Town whereby the Property or any of the improvements thereon, or any portion thereof, is restricted by the Town upon the basis of race, sex, creed, color, age, disability or national origin, or any other basis prohibited by law, in the sale, rental, lease, use, or occupancy thereof, and that the Town shall not discriminate upon the basis of race, sex, creed, color, age, disability or national origin, or any other basis prohibited by law, in the sale, lease or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

(G) The Town shall comply with all provisions of this Agreement that survive the Closing.

7.2 Survival/Enforcement. The Town's Surviving Covenants and agreements set forth in Section 7.1 above shall survive in perpetuity and shall be for the benefit of and in favor of the land included within the Property and also shall be enforceable by the owners of any portion of such Property from time to time. The Deed shall include (or incorporate by reference) all of the Town's Surviving Covenants and all of the Town's Surviving Covenants shall run with, and shall touch and concern, the land, and shall be binding upon the Town (for so long as it owns any portion of the Property, except with respect to covenants which are personal to the Town), its heirs, successors, assigns, agents and legal representatives and anyone having an interest in the Property, shall continue to be effective whether or not they are included in the Release Deed, and shall be enforceable by the Commonwealth, as covenants running with the land without regard to technical classification or designation, legal or otherwise.

SECTION 8 ENVIRONMENTAL MATTERS

8.1 Release of Claims. Effective as of the Closing Date and to the extent allowed by applicable law, Town for itself and for its present and future interest holders and beneficiaries, officers, partners, directors, and successors, and for their respective successors, heirs and assigns, including without limitation each present and future buyer, ground lessee, and tenant of all or any portion or interest in the Property (collectively, Town and such other persons are referred to herein as the "**Releasing Parties**"), hereby remises, releases and forever discharges DCAMM and the Commonwealth and the respective heirs, successors, and assigns of each of them and any person or entity that heretofore held any interest in or otherwise has legal liability on account of its ownership or operation of the Property or any abutting property ("**Released Parties**") of, to, and from all "Claims" (as hereinafter defined) that the Releasing Parties, or any of them, may have from time to time, to the extent such claims arise out of, are connected with, or in any way relate to any "Hazardous Materials" (as hereinafter defined) that have existed or exist as of the Closing Date on the Property or Hazardous Materials migrating onto the Property from any abutting property or from the Property to any abutting property (the "**Released Claims**"). Without limiting the generality of the foregoing release and as further clarification of

the above, the Town, for itself and for each of the other Releasing Parties, acknowledges and agrees that the Released Claims released hereunder shall further include any and all Claims that the Releasing Parties, or any of them, may hereafter have against the Released Parties or any of them with respect to any migration or threatened migration onto, within or from the Property, at any time in the future, or any Hazardous Materials that exist as of the Closing Date on the Property and any abutting property. Each Releasing Party also agrees that such Releasing Party will not institute any action, suit, or proceeding, and will not implead, join, seek contribution or indemnification from, or otherwise involve any Released Party in any action, suit, or proceeding which has been or could be brought by or against any of the Releasing Parties to the extent the same relates to or arises out of any Released Claim.

As used herein, the term “**Claims**” means all demands, actions, causes of action, suits, proceedings, covenants, contracts, agreements, damages, claims, counterclaims, third-party claims, cross-claims, contributions claims, indemnity claims, executions, judgments, losses, penalties, obligations, and liabilities whatsoever, of every name, kind, type, nature or description, in law or in equity, arising under federal, state or local law or other statute, law, regulation or rule of any kind, whether known, unknown, direct, indirect, absolute, contingent, disclosed, undisclosed or capable or incapable of detection.

As used herein, the term “**Hazardous Materials**” means and includes any and all material(s) or substance(s) defined or treated in any federal, state, or local law, statute, regulation, ordinance, order, by-law, code, or requirement, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, et seq., as amended (“**CERCLA**”) (and its implementing regulations), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, et seq., as amended (“**RCRA**”) (and its implementing regulations), the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E (and its implementing regulations), and the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C (and its implementing regulations), as posing potential risk to persons, property, public health, safety, or welfare or the environment or dangerous, toxic or hazardous, including without limitation any and all pollutants, contaminants, chemicals, wastes, lead paint, urea formaldehyde, polychlorinated biphenyls, asbestos, radioactive materials, explosives, carcinogens, oil, petroleum, petroleum products and any and all other wastes, materials, and substances which could lead to any liability, costs, damages, and/or penalties under any “Legal Requirements” (as hereinafter defined). The term “**Legal Requirements**” shall mean all past, present or future federal, state or local laws, rules, codes or regulations, or any judicial or administrative interpretation thereof, including, without limitation, all orders, decrees, judgments and rulings imposed through any public or private enforcement proceedings, relating to Hazardous Materials or the existence, use, discharge, release, containment, transportation or disposal thereof.

8.2 Survival. The covenants set forth in this Section 8 shall survive the Closing.

SECTION 9 THE TOWN’S REPRESENTATIONS AND WARRANTIES

9.1 Authority. The Town represents and warrants, and is delivering herewith an opinion of its legal counsel, that the Town has the legal right, power and authority to enter into and perform all of its obligations under this Agreement and the documents to be delivered by

the Town pursuant to Section 4, and that the individuals executing this Agreement and such documents have been duly authorized after all requisite action of the Town to execute the same on behalf of, and to bind, the Town.

9.2 No Conflicting Agreements or Claims. The Town represents and warrants that the execution of this Agreement and compliance with its terms will not conflict with or result in a breach of any agreement, contract, law, judgment, order, writ, injunction, decree, rule or regulation of any court, administrative agency or other governmental authority of which the Town has knowledge or notice, or any other agreement, document or instrument by which the Town is bound. The Town further represents and warrants that there are no claims, lawsuits or proceedings pending in any court or government agency the outcome of which could materially and adversely affect the Town's ability to perform its obligations under this Agreement.

9.3 No Reliance. The Town acknowledges and agrees that the Town has not been influenced to enter into this transaction nor has it relied upon any representations or warranties of DCAMM whatsoever with respect to the Property.

9.4 Survival. All of the provisions of this Section 9 shall survive the Closing or earlier termination of this Agreement.

SECTION 10 LIABILITY AND INDEMNIFICATION

10.1 No Personal Liability for Public Employee. No official, employee, agent or consultant of the Commonwealth or DCAMM shall be personally liable to the Town, or to any successor in interest or person claiming through the Town, in the event of any default or breach of this Agreement, or for any amount which may become due or on any claim, cause of action or obligation whatsoever under the terms of this Agreement. All claims against the Commonwealth or DCAMM shall be governed by the provisions of this Agreement and Chapter 258 of the Massachusetts General Laws. No officer, member, manager, director, employee, agent or consultant of Town shall be personally liable to the Commonwealth, or to any successor in interest or person claiming through the Commonwealth, in the event of any default or breach of this Agreement, or for any amount which may become due or on any claim, cause of action or obligation whatsoever under the terms of this Agreement.

10.2 Indemnification. Subject to direction pursuant to M.G.L. Chapter 12, Section 3, the Town (to the extent permitted by law) agrees to indemnify, protect and hold harmless the Commonwealth, DCAMM and their respective officials, employees, agents and consultants (collectively, the "**Indemnitees**") from and against, and reimburse the Indemnitees for, any and all obligations, claims, demands, causes of action, liabilities, losses, damages, judgments, penalties, brokerage commissions, finder's fees, costs and expenses (collectively, the "**Indemnification Claims**"), including reasonable attorney's fees and expenses, which may be imposed upon, asserted against or incurred or paid by any of the Indemnitees, or for which any of the Indemnitees may become liable, by reason or account of any actions or omissions of Town or its officials, employees, agents and consultants in connection with the Property, except for any Indemnification Claims caused solely by any negligence of the Indemnitees. In amplification of the parenthetical clause "(to the extent permitted by law)," it is the Town's position that Section 7 of Article 2 of the Amendments to

the Constitution of the Commonwealth of Massachusetts precludes the Town from providing indemnification.

10.3 Survival. All of the provisions of this Section 10 shall survive the Closing or earlier termination of this Agreement.

SECTION 11 DEFAULT; REMEDIES

If the Town fails to perform hereunder, including without limitation by defaulting under the Town's Surviving Covenants set forth in Section 7 hereof, except where such failure to perform is due to the failure of the Commonwealth to perform its obligations hereunder, DCAMM may give written notice to the Town of any such default, and except in the event of an emergency, the Town shall have a thirty (30) day cure period beginning on the date of DCAMM's notice to cure such default, unless such default consists of Town's failure to close on the Closing Date, in which case there shall be no cure period. If the Town fails to cure such default within such specified grace period (as such period may be reasonably extended by DCAMM's written agreement for matters that cannot be cured within such time so long as the Town commences within such cure period and thereafter diligently and continuously prosecutes such cure to completion), then DCAMM, by reason of such default, may, if such default consists of a default with respect to any obligations of the Town which survive the Closing, exercise any rights and remedies hereunder, or may, if such default consists of Town's failure to close at the time and in the manner set forth herein or consists of any other failure with respect to Town's obligations to be performed hereunder prior to or on the Closing Date, terminate this Agreement, provided, however, that such remedies shall only lie against the Town and not against any bona-fide purchaser or lessee acting in good faith.

SECTION 12 MISCELLANEOUS

12.1 Estoppel Certificate. The Commonwealth shall, with reasonable promptness, but in no event less than thirty (30) days after receipt of a written request therefor by the Town, any mortgagee, lessee or purchaser or lessee of the Property or a portion thereof, which request has been made in connection with the sale of the Property or any portion thereof by the Town, provide a certificate in writing stating that, to DCAMM's actual knowledge, this Agreement, or any particular section hereof or exhibit hereto specified by the requesting party, is in full force and effect and unmodified, or stating in what respects the Agreement is no longer in force and effect or has been modified, and whether or not DCAMM has actual knowledge of any default of the Town under this Agreement and, if so, in what respects. In providing such certificate, the Commonwealth shall have the right to receive and rely upon a certificate from the Town as to the Town's compliance with this Agreement, and the Commonwealth's certification shall provide that the Commonwealth shall not be estopped from exercising its rights in the event that the Town's certification is materially incomplete, untrue or misleading when given.

12.2 Severability. If any provision of this Agreement is held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and the remaining provisions shall continue in full force and effect.

12.3 Delivery of Deed. The acceptance of a Deed to the Property by the Town shall be deemed to be a full performance by DCAMM and the Commonwealth and shall discharge every agreement and obligation of DCAMM or the Commonwealth herein contained and expressed, except such as are, by the terms hereof, to survive the Closing

12.4 Force Majeure. Neither the Town nor the Commonwealth shall be considered in breach of the duties or obligations required to be performed by it pursuant to this Agreement in the event of delay in the performance of such obligations due to acts of God, acts of the public enemy, governmental interference, court orders, requisitions or orders of government bodies or authorities, requirements under any statute, law, rule, regulation or similar requirement of a government authority which shall be enacted or shall arise following the date of this Agreement, casualties, fires, floods, epidemics, labor disputes, strikes, unusual and severe weather conditions, unavailability of labor or materials, delays in obtaining insurance proceeds, insurrection, riot, civil commotion, lock-out, or any other unforeseeable event, the occurrence of which would prevent or preclude either the Town as the Commonwealth from fully and completely carrying out and performing its obligations under this Agreement (collectively, "**Force Majeure**") and the time for performance shall be extended for the period of delay from such cause or causes; provided, however, that the period of the extension and the reasons therefore shall be in writing signed by both parties, and provided that the party seeking the benefit of the provisions of this Section shall, within thirty (30) days after the beginning of any such delay, have first notified the other party thereof in writing stating the cause or causes thereof and requesting an extension for the period of the delay.

12.5 Headings. Any caption on any section of this Agreement is inserted for convenience or reference only and shall be disregarded in construing or interpreting any of its provisions.

12.6 Amendment; Choice of Law. This Agreement is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, and may be cancelled, modified or amended only by written instrument executed by the parties.

12.7 Time of the Essence. Time is of the essence of this Agreement, and the parties hereto shall diligently, promptly and punctually perform the obligations required to be performed by each of them. If any date or end of a period for performance by the Town or the Commonwealth under this Agreement falls or expires on a Saturday, Sunday or legal holiday in the Boston offices of the Commonwealth, said date or period shall be deemed to fall or expire on the first succeeding business day in the Boston offices of the Commonwealth after said Saturday, Sunday or holiday.

12.8 No Waiver. The Commonwealth shall have the right to institute any such actions or proceedings as it deems desirable for effectuating the purposes of this Agreement, and no delay or omission by the Commonwealth in exercising such rights occurring upon any default or noncompliance by the Town under this Agreement shall impair any such rights or be construed to be a waiver thereof. A waiver by the Commonwealth of any of the terms, covenants, conditions or agreements hereof to be performed by the Town shall be in writing and shall not be construed to be a waiver of any succeeding breach thereof or of any other term, covenant, condition or agreement herein contained.

12.9 Successors and Assigns. This Agreement and every provision herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, legal representatives and agents.

12.10 Commonwealth. Unless the context otherwise indicates, references herein to the "Commonwealth" shall mean The Commonwealth of Massachusetts acting by and through DCAMM.

12.11 No Broker. The Commonwealth and the Town each represent to the other, and the Town warrants to the Commonwealth with respect to the Town's dealings, that they have not dealt with any person that would be entitled to a brokerage commission, finder's fee or other similar compensation in connection with the sale of the Property. The provisions of this subsection shall survive the Closing or earlier termination of this Agreement.

12.12 Authorizing Legislation. In the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of the Authorizing Legislation, the terms and provisions of the Authorizing Legislation shall control.

12.13 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed shall constitute an original, but all of which together shall constitute one and the same instrument.

SECTION 13 NOTICES AND DEMANDS

Any notice, request, or other communication under this Agreement shall be in writing and shall be given by either party or their respective attorneys (i) by delivery in hand or by express courier service; (ii) by registered or certified mail, return receipt requested; or (iii) by nationally-recognized overnight courier service:

to the Town:

to the Commonwealth or DCAMM:

Division of Capital Asset Management and Maintenance
One Ashburton Place
Boston, Massachusetts 02108
Attention: Commissioner

with a copy to:

Division of Capital Asset Management and Maintenance
One Ashburton Place
Boston, Massachusetts 02108
Attention: General Counsel

or at such other address as the party to be notified may have designated hereafter by notice in writing to the other party. Notices given pursuant to (i) above shall be deemed given when received. Notices given pursuant to (ii) above shall be deemed given five (5) days after being deposited in the United States Mail, postage prepaid, return receipt requested. Notices given pursuant to (iii) above shall be deemed given on the first day other than a Saturday, Sunday or legal holiday after being delivered to the courier service before the cut off time of such service for overnight delivery.

REMAINDER OF PAGE INTENTIONALLY BLANK.

WITNESS the execution hereof under seal as of the day and year first above written.

TOWN OF GRAFTON, MASSACHUSETTS

By: _____
Name: _____
Title: _____

I, the undersigned commissioner of capital asset management and maintenance, hereby certify under penalties of perjury that I have fully complied with the relevant provisions of general and special law in connection with the property described in this document.

COMMONWEALTH OF MASSACHUSETTS acting by and through its Division of Capital Asset Management and Maintenance

By: _____
Carol W. Gladstone, Commissioner

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COMMONWEALTH OF MASSACHUSETTS

Worcester County, ss

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared the above-named _____, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose, as _____ of the Town of Grafton, Massachusetts.

(official signature and seal of notary)

Name: _____

My commission expires: _____

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared the above-named Carol W. Gladstone, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, as Commissioner of the Division of Capital Asset Management and Maintenance of the Commonwealth of Massachusetts.

(official signature and seal of notary)

Name: _____

My commission expires: _____

Exhibit A

Chapter 223 of the Acts of 2018

AN ACT AUTHORIZING THE DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE TO CONVEY CERTAIN PARCELS OF LAND IN THE TOWN OF GRAFTON.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

(a) Notwithstanding sections 32 to 37, inclusive, of chapter 7C of the General Laws or any other general or special law to the contrary, the commissioner of capital asset management and maintenance may convey certain parcels of land and buildings located thereon at the former Grafton State Hospital located at the intersection of Pine and Green streets in the town of Grafton to the town for a nominal fee. The exact location and boundaries of the parcels to be conveyed shall be determined by the commissioner after completion of a survey. The use of the parcels to be conveyed to the town shall not be restricted to use for general municipal purposes or other specific uses; provided, however, that the town shall allow multi-family market rate and affordable housing on a portion of the site consistent with the requirements of the North Grafton Transit Village Overlay District established by the town of Grafton pursuant to chapter 40R of the General Laws. The parcels shall be conveyed by deed without warranties or representations by the commonwealth.

The commissioner of capital asset management and maintenance shall establish the value of the parcels and place notification in the central register of the conveyance, the amount of the transaction and the calculated value and price received.

(b) If the town of Grafton sells or leases any portion of the parcels described in subsection (a), the net proceeds from such sale or lease as determined by the town and agreed to by the commissioner of capital asset management and maintenance shall be allocated between the town and the commonwealth in equal shares; provided, however, that the commissioner may agree to reduce the share of the commonwealth's proceeds to not less than 40 per cent of net proceeds in order to provide certain incentives to the town to sell or lease some or all of the parcels described in subsection (a) expeditiously or to facilitate the development of some or all of the parcels in accordance with smart growth principles promulgated from time to time by the governor and the secretary of energy and environmental affairs. If the net proceeds as so determined is a negative amount, the commonwealth shall not be required to make any payments to the town. If the town sells or leases any portion of the parcels described in said subsection (a), the commissioner shall send a report to the inspector general detailing the terms of the sale or lease, any incentive authorized by the commissioner and the commonwealth's share of the net proceeds.

(c) Notwithstanding any general or special law to the contrary, the town of Grafton shall pay for all costs and expenses of the transactions authorized in subsection (a) as determined by the commissioner of capital asset management and maintenance including, but not limited to, the costs of any surveys, appraisals, recording fees and deed preparation related to the conveyances and for all costs, liabilities and expenses of any nature and kind related to the conveyances; provided, however, that such costs may be

included to determine the net proceeds of the town's sale or lease of any portion of the parcels described in subsection (a).

(d) Notwithstanding any general or special law to the contrary, the commissioner of capital asset management and maintenance may retain, accept or acquire by purchase, transfer, lease, eminent domain pursuant to chapter 79 of the General Laws or otherwise and may grant by deed, transfer, lease or otherwise any rights-of-way or easements in, over or beneath any parcel or portions thereof any other portions of the former Grafton State Hospital as the commissioner deems necessary and appropriate for the continued use of portions of the former Grafton State Hospital.

(e) (1) If the town of Grafton does not complete a sale or lease of the property described in subsection (a) in accordance with subsection (b) within 6 years of the recordation of the deed of the property to the town, the property shall revert to the commonwealth upon such terms and conditions as the commissioner of capital asset management and maintenance may determine, following notice of such to the grantee by the division of capital asset management and maintenance and a failure by the grantee to cure the violation to the satisfaction of the division. If any interest reverts to the commonwealth, notwithstanding sections 33 to 37, inclusive, of chapter 7C of the General Laws or any other general or special law to the contrary, the commissioner may sell, lease for terms of not more than 99 years, including all renewals and extensions, or otherwise grant, convey or transfer to purchasers or lessees an interest in the property described in said subsection (a) or portions thereof, subject to this section and on such terms and conditions that the commissioner considers appropriate. In making any such disposition pursuant to this section, the commissioner shall use appropriate competitive bidding processes and procedures. Not less than 30 days before the date on which bids, proposals or other offers to purchase or lease a property, or any portion thereof, are due, the commissioner shall place a notice in the central register published by the state secretary pursuant to section 20A of chapter 9 of the General Laws stating the availability of the property, the nature of the competitive bidding process, the time, place and manner for the submission of bids and proposals and the opening of the bids or proposals and other information that the commissioner considers relevant.

(2) Notwithstanding any general or special law to the contrary, the grantee or lessee of all or any portion of the property described in subsection (a) and subject to this subsection shall be responsible for costs and expenses including, but not limited to, costs associated with deed preparation and recording fees related to the conveyances and transfers authorized in this subsection as such costs may be determined by the commissioner.

(3) The commissioner may retain or grant rights of way or easements for access, egress, utilities and drainage across any of the parcels described in subsection (a) and subject to this section and across other commonwealth property contiguous to any of the parcels and the commonwealth may accept from the town or developer such rights of way or easements in roadways or across any of the parcels to be conveyed or transferred for access, egress, drainage and utilities as the commissioner considers necessary and appropriate to carry out this subsection.

(4) No agreement for the sale, lease, transfer or other disposition of the property described in subsection (a) and subject to this subsection, or any portion thereof, and no

deed executed by or on behalf of the commonwealth shall be valid unless the agreement or deed contains the following certification, signed by the commissioner:

"I, the undersigned commissioner of capital asset management and maintenance, hereby certify under penalties of perjury that I have fully complied with the relevant provisions of general and special law in connection with the property described in this document."

Exhibit B

Plan

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Exhibit C

MHC MOA

Exhibit D

Example of Net Proceeds Calculation

EXAMPLE CALCULATION OF NET PROCEEDS										
Year after Closing Date	1	2	3	4	5	6	7	8	9	10
% of Parcel Sold/Leased (that year)	0%	0%	0%	25%	0%	15%	0%	40%	0%	10%
% of Parcel Sold/Leased (total)	0%	0%	0%	25%	25%	40%	40%	80%	80%	90%
Gross Amount from Sale/Lease	\$0.00	\$0.00	\$0.00	\$2,000,000.00		\$1,000,000.00		\$5,000,000.00		\$1,000,000.00
Annual Operating Expenses	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00
Cumulative Operating Expenses	\$50,000.00	\$100,000.00	\$150,000.00	\$200,000.00	\$225,000.00	\$250,000.00	\$275,000.00	\$300,000.00	\$310,000.00	\$320,000.00
Amount of Operating Expenses Recouped by Town per Sale/Lease	\$0.00	\$0.00	\$0.00	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$140,000.00	\$0.00	\$48,000.00
Total Amount Recouped Operating Expenses	\$0.00	\$0.00	\$0.00	\$50,000.00	\$50,000.00	\$100,000.00	\$100,000.00	\$240,000.00	\$240,000.00	\$288,000.00
Net Proceeds	N/A	N/A	N/A	\$1,950,000.00	N/A	\$950,000.00	N/A	\$4,860,000.00	N/A	\$952,000.00

Exhibit E

Certificate Regarding Payment of Additional Consideration

Former Grafton State Hospital

Reference is made to that certain Land Disposition Agreement dated as of _____ (the "**LDA**") by and between The Commonwealth of Massachusetts, acting by and through its Division of Capital Asset Management and Maintenance (the "**Commonwealth**") and the Town of Grafton, Massachusetts ("**Town**") with respect to certain property at the former state hospital in Grafton, Massachusetts, more particularly described in the LDA, and which LDA is recorded with the Worcester Registry of Deeds in Book _____, Page _____. Unless otherwise expressly provided herein, all capitalized terms used in this Certificate and not otherwise defined herein shall have the meaning ascribed to such terms in the LDA.

The Commonwealth has received an Additional Consideration Statement dated _____, 200__ regarding the sale or lease of the Property or a portion thereof, stating that the Additional Consideration payable to the Commonwealth with respect to such sale or lease is _____ (\$_____) Dollars.

In reliance upon said Additional Consideration Statement, the Commonwealth hereby confirms receipt by the Commonwealth of Additional Consideration in the amount of \$_____ with respect to such sale or lease.

Executed under seal as of _____, 20__.

COMMONWEALTH OF MASSACHUSETTS
acting by and through its
Division of Capital Asset Management and
Maintenance

By: _____
Name: _____
Title: _____

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COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared the above-named _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose, as Commissioner of the Division of Capital Asset Management and Maintenance of the Commonwealth of Massachusetts.

(official signature and seal of notary)

Name: _____

My commission expires: _____

Exhibit F

Disclosure Statement

**DISCLOSURE STATEMENT FOR TRANSACTION WITH A PUBLIC AGENCY CONCERNING
REAL PROPERTY M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY: _____, Grafton

(2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT: Sale

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION: Division of Capital Asset
Management and Maintenance

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):

Town of Westborough, Massachusetts

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

____ Lessor/Landlord ____ Lessee/Tenant

____ Seller/Grantor ☒ Buyer/Grantee

____ Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

None

(7) None of the above-named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):

None

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

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No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

TOWN OF GRAFTON, MASSACHUSETTS

AUTHORIZED SIGNATURE of DISCLOSING PARTY DATE (MM / DD / YYYY)

PRINT NAME & TITLE of AUTHORIZED SIGNER

Exhibit G

MEPA Agreement

The undersigned in partial consideration and as a condition to the release deed of Commonwealth land and improvements, known and numbered as _____, Massachusetts, including any buildings, structures, and improvements thereon (collectively, the "Land"), acknowledges and agrees that if there is any work or activities proposed on the Land which meets or exceeds a review threshold under the Massachusetts Environmental Policy Act ("MEPA") regulations at 301 C.M.R. 11.00 et. seq. ("MEPA Regulations") and which has not been previously subject to MEPA review, then prior to "Commencement of Construction" as defined under the MEPA Regulations, the undersigned shall file or cause to be filed with the MEPA Office at the Executive Office of Environmental Affairs, all such documents as are required by the MEPA Regulations in connection with such work or activities and shall complete the MEPA process. In any such filing, the fact that the Land was acquired from the Commonwealth within five (5) years of the acquisition shall be disclosed. The undersigned also acknowledges that the MEPA Regulations provide that the scope of review of a project undertaken on land acquired from the Commonwealth extends to all aspects of the project undertaken on such land that are likely, directly or indirectly, to cause Damage to the Environment, as more specifically provided in the MEPA Regulations. The undersigned also agrees to provide to the Division of Capital Asset Management and Maintenance evidence of satisfaction of these MEPA requirements with respect to any work or activity at the Land occurring within five (5) years after the execution and delivery of the deed.

This agreement survives the delivery of the deed and binds the undersigned and its successors and assigns.

Executed under seal

By: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Received By The Commonwealth of
Massachusetts Division of Capital Asset Management
and Maintenance

By: _____

Print Name: _____

Title: _____

Date: _____

Exhibit H

Form of Release Deed

RELEASE DEED

THE COMMONWEALTH OF MASSACHUSETTS, acting by and through its DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE, having an address at One Ashburton Place, Boston, Massachusetts, 02108 (the "**Grantor**", "**Commonwealth**", or "**DCAMM**"), acting under the authority of Chapter 223 of the Acts of 2018 ("**Act**"), for good and valuable consideration of One Dollar (\$1.00) and the performance of the covenants, obligations and agreements of the Grantee set forth herein, does hereby grant and release to the TOWN OF GRAFTON (the "**Grantee**" or "**Town**"), a Massachusetts municipal corporation, having an address at _____, Grafton, Massachusetts _____, without covenants, any right, title, and interest of the Grantor in and to that certain parcel of land with any existing improvements thereon located on Pine Street in Grafton, Massachusetts, and shown as "Parcel F" containing 8.830± acres (the "**Property**") on a certain plan entitled "Plan of Land, Parcel To Be Conveyed to the Town of Grafton Located At Grafton State Hospital in the Town of Grafton, Massachusetts, Worcester County, Owned by the Commonwealth of Massachusetts", prepared for the Division of Capital Asset Management & Maintenance by Nitsch Engineering, Inc., dated March 29, 2018, recorded herewith (the "**Plan**").

This conveyance is made with the following conditions and restrictions:

1. Subject to the terms and conditions set forth in that certain Land Disposition Agreement dated as of _____, 2018, between the Grantor and Grantee (the "**LDA**"), recorded herewith;
2. Subject to the terms and conditions of an Easement Agreement of even date between Grantor and Grantee to be recorded herewith;
3. Subject to and with the benefit of any and all easements, licenses, permits, agreements, rights of way, and other matters of record, to the extent the same are in force and effect;
4. In the event that Grantee has executed a binding agreement for the sale or lease of the Property or a portion thereof in accordance with the LDA on or before six (6) years of the date of this Deed, which date may be extended by Grantor in its sole and reasonable direction, then the Grantor shall have the right to effect a reverter of title to the Property to the Commonwealth, under the care and control of DCAMM in accordance with the Act by the following process:
 - a. Grantor shall provide written notice of violation of such requirement of this Release Deed to Grantee (the "**Notice**").
 - b. Grantee shall have 120 days from the date of the Notice to cure said violation or, if completion of cure is not reasonably possible within 120 days, to commence and diligently prosecute such cure, and to provide Grantor with

written evidence of said cure or Grantee's good faith efforts to cure, as the case may be.

- c. In the event that Grantor determines that such violation has not been cured to Grantor's satisfaction, Grantor shall have the right to record a "Notice of Reversion" and any other documents evidencing such reverter with the Worcester Registry of Deeds, whereupon all right, title, and interest in the Property, including, without limitation, all appurtenant rights, interests, and easements shall revert to the Commonwealth under the care and control of DCAMM. The Notice of Reversion shall be conclusive evidence of the reverter without any further action on the part of Grantor. Notwithstanding the foregoing, nothing herein shall be deemed a waiver of the Grantee's rights to contest any determination by the Grantor that the Grantee is in violation of the terms hereof.

All notices given pursuant to this Release Deed shall be made in accordance with the Notice requirements of the LDA.

No documentary stamps are affixed hereto because the Commonwealth is exempt from such requirement under applicable law.

I, the undersigned commissioner of capital asset management and maintenance, hereby certify under penalties of perjury that I have fully complied with the relevant provisions of general and special law in connection with the property described in this document.

COMMONWEALTH OF MASSACHUSETTS acting by and through its Division of Capital Asset Management and Maintenance

By: _____
Carol W. Gladstone, Commissioner

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared the above-named Carol W. Gladstone, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, as Commissioner of the Division of Capital Asset Management and Maintenance of the Commonwealth of Massachusetts.

(official signature and seal of notary)
Name: _____
My commission expires: _____

ACCEPTANCE OF GRANT

The above Release Deed is accepted this _____ of _____, 2018 by the Town of Grafton, Massachusetts. Grantee understands and accepts the terms of this Release Deed and agrees to be bound by and fulfill its obligations, covenants, conditions, restrictions, and easements.

TOWN OF GRAFTON, MASSACHUSETTS

By _____
Name: _____
Title: _____

COMMONWEALTH OF MASSACHUSETTS

Worcester County, ss

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared the above-named _____, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose, as _____ of the Town of Grafton, Massachusetts.

(official signature and seal of notary)
Name: _____
My commission expires: _____

EASEMENT AGREEMENT

This Easement Agreement is made as of the _____ day of _____, 2018, by and between the Commonwealth of Massachusetts (the "**Commonwealth**"), acting by and through its Division of Capital Asset Management and Maintenance ("**DCAMM**") and the Town of Grafton, Massachusetts (the "**Town**").

WHEREAS, Chapter 223 of the Acts of 2018 authorizes the Commissioner of DCAMM to convey to the Town certain real property located at the former Grafton State Hospital in Grafton, Massachusetts, consisting of Parcel "F" containing 8.830 acres as shown on that certain plan entitled "Plan of Land, Parcel To Be Conveyed to the Town of Grafton Located At Grafton State Hospital in the Town of Grafton, Massachusetts, Worcester County, Owned by the Commonwealth of Massachusetts", prepared for the Division of Capital Asset Management & Maintenance by Nitsch Engineering, Inc., dated March 29, 2018 (the "**Plan**");

WHEREAS, by Release Deed of even date herewith (the "**Deed**"), and pursuant to a Land Disposition Agreement dated _____, 2018 (the "**LDA**"), between DCAMM and the Town, DCAMM conveyed Parcel F to the Town. The LDA and Deed are recorded with the Worcester County Registry of Deeds immediately prior hereto.

WHEREAS, the Commonwealth owns certain real property adjacent to the Parcel F shown on the Plan as "Remaining Land, Commonwealth of Massachusetts" (the "**Commonwealth Property**");

WHEREAS, the Commonwealth Property, is served by certain utility infrastructure located on Parcel F, including without limitation, telecommunications infrastructure and equipment, water and sewer infrastructure, electrical lines providing electrical power and/or street lighting, and natural gas lines ("**Utility Infrastructure**");

WHEREAS, the Commonwealth Property is served by a right-of-way located on, over and through Parcel F; and

WHEREAS, Chapter 223 of the Acts of 2018 authorizes the Commissioner of DCAMM to retain, accept, or acquire any rights-of-way or easements in, over or beneath Parcel F as the Commissioner of DCAMM deems necessary and appropriate for the continued use of portions of the Commonwealth Property.

NOW, THEREFORE, in consideration of the premises and definitions set forth above, and the benefits to be derived by the parties to this Easement Agreement, DCAMM and the Town impose upon each other and upon the aforementioned properties the easements set forth herein, and declare and agree as follows:

1. Access Easement.

- a. The Town GRANTS, imposes upon, and burdens Parcel F for the benefit of Parcel 5 with a non-exclusive easement on, over, and across the area of Parcel F shown on the Plan as “Proposed 40’ Wide Access Easement”, for pedestrian and vehicular access to and from Pine Street to the Commonwealth Property and for all other usual purposes for which a public way is used in the Town of Grafton (the “**Access Easement**”).
- b. The Town or its successor(s) in title, may relocate or reconfigure the Access Easement at any time at its sole cost and expense, provided that the Town or its successor(s) in title shall (1) promptly provide DCAMM with prior written notice of its intent to relocate or reconfigure the Access Easement, together with a recordable plan showing the new location or configuration; and (2) execute an amendment to this Easement Agreement providing for such relocation or reconfiguration; and (3) undertake, at no cost to the Commonwealth or any agency thereof, all necessary measures to relocate or reconfigure the Access Easement in a manner that ensures uninterrupted use of the Access Easement for the benefit of the Commonwealth Property.

2. Utility Easements.

- a. The Town acknowledges the Utility Infrastructure located on Parcel F may serve facilities now or hereafter located on the Commonwealth Property. The Town GRANTS, imposes upon, and burdens Parcel F for the benefit of the Commonwealth Property, with a non-exclusive easement on, over, across, and through Parcel F for the limited purpose of operating, maintaining, repairing, replacing and relocating any and all Utility Infrastructure located on Parcel F, including without limitation the area shown on the Plan as “Proposed 30 Wide Electric, Telephone, CATV & Communications Easement (Pole Line w/ Overhead Wires)”, “Proposed 30’ Wide Water Line Easement to Grafton Water District”, and “Proposed 30’ Wide Sewer Easement to Town of Grafton Sewer Department”, and for limited access and egress over Parcel F to exercise its rights hereunder (“**Utility Easement**”).
- b. If Parcel F is redeveloped, the Town or its successor(s) in interest, shall use reasonable efforts to identify and locate any Utility Infrastructure on Parcel F, and, shall promptly provide written notice to DCAMM with a description of such Utility Infrastructure and a plan in recordable form showing its location. Upon identification of any Utility Infrastructure, the Town or its successor(s) in interest shall grant to the appropriate utility provider rights to allow for the continued operation, maintenance, repair or reconfiguration of such Utility Infrastructure for the Commonwealth Property (individually a “**Utility Right**” and collectively, the “**Utility Rights**”).
- c. If the Town or its successor(s) in interest desires to change the location or configuration of any Utility Infrastructure on Parcel F that serves the Commonwealth Property, the Town (1) shall promptly provide written notice to

DCAMM of its intent to relocate or reconfigure any Utility Infrastructure, together with a plan in recordable form showing the new location or configuration; and (2) will undertake, at no cost to the Commonwealth or any agency thereof, all necessary measures to reconfigure, relocate and/or reconnect the necessary Utility Infrastructure to ensure continued receipt of utility service by the Commonwealth Property and grant the necessary Utility Rights, provided, however, that any such planned reconfiguration or relocation that may result in an interruption of service longer than four (4) hours in duration to any Commonwealth Property shall not proceed unless and until DCAMM gives its written permission to proceed.

3. **Binding Effect.** This Easement Agreement shall be binding upon, enforceable by and against and inure to the benefit of the Commonwealth and the Town, unless otherwise provided herein. The Access Easement and Utility Easement (collectively, the "***Easements***") are intended to burden the areas on Parcel F as described in this Easement Agreement. Parcel F when conveyed to the Town shall be held, transferred, improved sold, conveyed, used, and occupied subject to this Easement Agreement which shall be binding upon the Town, and its successors in title, assigns, mortgagees, tenants, lessees, licensees, and lawful occupants, from time to time, of the Parcel F or any portion thereof and the employees, agents, business invitees and guests of any of the foregoing.
4. **Alteration, Repair and Maintenance of Easement Areas.**
 - a. The Town, at its sole cost and expense, shall maintain and repair the Easement areas such that they remain in good and safe condition.
 - b. DCAMM and the Town shall cooperate with each other in the exercise of their maintenance obligations hereunder so that all work can be performed in a good and workmanlike manner in a timely fashion without unreasonable interference to the other party.
 - c. Neither party shall commence any major work, such as alteration or repair activities in their respective Easement areas without giving the other party at least 10 days prior written notice, except in the case of an emergency whereupon advance oral notice shall be sufficient. At the conclusion of any such major work, the party undertaking the work shall, at its sole cost and expense, restore the easement area to the condition (as reasonably determined by the other party) that it was prior to the work. Routine maintenance activities shall require only advance oral notice to the other party.
7. **Default and Remedies.** In the event of an emergency, if either party fails to perform hereunder, the party affected by such failure may give written notice to the other of any such default, and except in the event of an emergency, the defaulting party shall have a thirty (30) day cure period beginning on the date of the default notice. If the defaulting party fails to cure such default within such specified grace period (as such period may be reasonably extended by written agreement for matters that cannot be

cured within such time so long as the party commences within such cure period and thereafter diligently and continuously prosecutes such cure to completion), then the non-defaulting party may exercise any rights and remedies hereunder or otherwise available at law, in equity, by statute or otherwise, all of which rights and remedies shall be cumulative.

8. Liability and Indemnification.

- a. No official, employee, agent or consultant of the Commonwealth or DCAMM shall be personally liable to the Town, or to any successor in interest or person claiming through the Town, in the event of any default or breach of this Easement Agreement or for any claim, cause of action or obligation whatsoever under the terms of this Easement Agreement. All claims against the Commonwealth or DCAMM shall be governed by the provisions of this Easement Agreement and M.G.L. Chapter 258.
- b. No officer, member, manager, director, employee, agent or consultant of the Town shall be personally liable to the Commonwealth, or to any successor in interest or person claiming through the Commonwealth, in the event of any default or breach of this Easement Agreement, or for any claim, cause of action or obligation whatsoever under the terms of this Easement Agreement.
- c. Subject to direction pursuant to M.G.L. Chapter 12, Section 3, the Town (to the extent permitted by law) agrees to indemnify, protect and hold harmless the Commonwealth, DCAMM and their respective officials, employees, agents and consultants (collectively, the "**Indemnitees**") from and against, and reimburse the Indemnitees for, any and all obligations, claims, demands, causes of action, liabilities, losses, damages, judgments, penalties, costs and expenses (collectively, the "**Indemnification Claims**"), including reasonable attorney's fees and expenses, which may be imposed upon, asserted against or incurred or paid by any of the Indemnitees, or for which any of the Indemnitees may become liable, by reason or account of any actions or omissions of Town or its officials, employees, agents and consultants in connection with this Easement Agreement, except for any Indemnification Claims caused solely by any negligence of the Indemnitees. In amplification of the parenthetical clause "(to the extent permitted by law)," it is the Town's position that Section 7 of Article 2 of the Amendments to the Constitution of the Commonwealth of Massachusetts precludes the Town from providing indemnification.

- 9. Notice.** Any notice, request, or other communication under this Agreement shall be in writing and shall be given by either party or their respective attorneys (i) by delivery in hand or by express courier service; (ii) by registered or certified mail, return receipt requested; or (iii) by nationally-recognized overnight courier service:

to the Town:

to the Commonwealth or DCAMM:

Division of Capital Asset Management and Maintenance
One Ashburton Place
Boston, Massachusetts 02108
Attention: Commissioner

with a copy to:

Division of Capital Asset Management and Maintenance
One Ashburton Place
Boston, Massachusetts 02108
Attention: General Counsel

or at such other address as the party to be notified may have designated hereafter by notice in writing to the other party. Notices given pursuant to (i) above shall be deemed given when received. Notices given pursuant to (ii) above shall be deemed given five (5) days after being deposited in the United States Mail, postage prepaid, return receipt requested. Notices given pursuant to (iii) above shall be deemed given on the first day other than a Saturday, Sunday or legal holiday after being delivered to the courier service before the cut off time of such service for overnight delivery.

11. **Condition of Easement Areas.** DCAMM accepts the Easements subject to this Easement Agreement in "as-is, where-is" condition.
12. **Non-Interference with Easement Rights.** DCAMM, the Town, and their respective successor(s) in title shall not erect or permit any obstruction of any of the easements hereunder so as to interfere materially with any rights and obligations created or to be performed hereunder.
13. **Matters of Record.** The conveyance of the easements hereunder is expressly made subject to all matters of record to the extent in force and effect and applicable to the properties subject to this Easement Agreement.
14. **Non-Waiver.** No waiver of any provision hereof shall be deemed to have been made unless expressed in writing and duly executed and acknowledged by the respective beneficiary, its successors or assigns. The failure of the respective owners or mortgagee(s) to insist in any one or more instances upon the strict performance of any of the terms, covenants, conditions or restrictions set forth in this agreement, or to exercise any right herein granted or to serve any notice or institute any action shall not be construed as a waiver or relinquishment for the future, and any such term, covenant, condition or restriction shall be and remain in

full force and effect together with such restrictions contained herein. The failure of the respective beneficiary or its successors or assigns to insist in any one or more instances upon the strict performance of any of the terms, covenants, conditions or restrictions set forth in this declaration, or to exercise any right herein granted or to serve any notice or institute any action shall not be construed as a waiver or relinquishment for the future, and any such term, covenant, condition or restriction shall be and remain in full force and effect together with such restrictions contained herein. Violation of or failure to comply with these covenants, conditions and restrictions shall not affect the priority or validity of any *bona fide* mortgage lien or other similar security instrument which may be then existing on the Property or any portion thereof.

15. **Severability.** The provisions contained herein shall be deemed to be and are independent and separable, and the invalidity or partial invalidity of any one or more of these covenants, conditions and restrictions, or any portion(s) thereof, as evidenced by a judgment, court order or otherwise shall not affect any of the other provisions or covenants, conditions or restrictions or portion(s) thereof contained herein, which shall continue to remain in full force and effect and unaffected thereby.
16. **Conflict with Controlling Ordinance or Regulation.** In the event any portion of these easements, conditions and restrictions conflicts with mandatory provisions of any ordinance or regulation promulgated by any municipality or any agency or instrumentality of federal, state or local government having jurisdiction over the Easement areas or any part thereof, then such mandatory governmental requirement shall control as to the portion(s) of the Easement area affected thereby.
17. **Entire Agreement; Governing Law.** THIS WRITING CONSTITUTES THE ENTIRE DECLARATION OF EASEMENTS, AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS.
18. **Amendment; Termination.** Except as otherwise specifically provided herein, this Easement Agreement shall not be terminated, released or amended unless by written agreement between the Commonwealth and the then-fee owners with respect to the Easements, at the time of such termination, release or amendment.

Executed as a sealed instrument as of the day and year first above written.

I, the undersigned commissioner of capital asset management and maintenance, hereby certify under penalties of perjury that I have fully complied with the relevant

provisions of general and special law in connection with the property described in this document.

COMMONWEALTH OF MASSACHUSETTS,
Acting by and through its Division of Capital
Asset Management and Maintenance

By: _____
Carol W. Gladstone, Commissioner

TOWN OF GRAFTON

By: _____
Name:
Title:

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COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF SUFFOLK)
_____)

On this _____ day of _____, 201__, before me, the undersigned notary public, personally appeared Carol W. Gladstone, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, as Commissioner of the Division of Capital Asset Management and Maintenance of the Commonwealth of Massachusetts.

(official signature and seal of notary)

My commission expires: _____

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF WORCESTER)
_____)

On this _____ day of _____, 201__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose, as _____ of the Town of Grafton, Massachusetts.

(official signature and seal of notary)

My commission expires: _____

4 (f) NEW BUSINESS – Historical Survey & Planning Grant Application

The Historical Commission is preparing a Survey & Planning Grant application which will contribute funds for updating Grafton's Inventory of Historic, Architectural, Landscape and Archaeological Resources. The board will be asked to support and sign the grant application. This is a matching grant application, \$15,000 from Mass Historical Commission and \$15,000 from CPC. John Stephens a member of the Historical Commission will be present to answer any questions you may have.

MOTION:

I move the board vote to support and sign the Fiscal Year 2019 Survey and Planning Grant Applications submitted by the Grafton Historical Commission.



TOWN OF GRAFTON

GRAFTON HISTORICAL COMMISSION

30 Providence Road
Grafton, MA 01519

Update of Grafton's 1991 Inventory of Historic, Architectural, Landscape and Archaeological Resources

Grafton's current Inventory of Historic Resources was completed in 1991. Since that time, the population has grown from 15,000 to almost 19,000 residents. Due to this growth, many of Grafton's historic resources have been lost to demolition, fire, and new housing and industrial developments. The Commission has unanimously agreed that updating the current community-wide inventory is its number one priority.

Since the loss of the historic Fisherville Mill located in a spectacular fire in 1999, the Historical Commission has been painfully aware of the losses—both large and small—of its historical and cultural resources. The Commission has worked and assisted in the documentation of other historical resources, including receiving National Register listing of the Ethan Allen Home and Workshop in North Grafton. In addition, the former Grafton State Hospital and Grafton Common have been included on the National Register. Over the past three decades, many changes have occurred to Grafton's historic landscapes and significant archaeological resources have been threatened. With the financial assistance of the Massachusetts Historical Commission, the Grafton Community Preservation Committee, the Trust for Public Lands, and the Grafton Land Trust, the original site of the Nipmuc settlement—Hassanamesit Woods—was rescued from development. UMASS Boston faculty and students have conducted multiple archaeological studies at the site, and the non-archaeologically sensitive property has been preserved for educational and recreational purposes. The recovered artifacts are now located at the Massachusetts State Archives and are available for further research. Grafton's oldest bridge, the Stone Arch Bridge in North Grafton, is currently being preserved, and is representative of historic preservation projects in all three of Grafton's historic villages. The Commission has also been involved in a preliminary study of Grafton's historic landscapes and views.

Access to internet resources and research technologies have changed and improved dramatically in the past 30 years, and these advances will provide Grafton with an enhanced and superior record of its cultural assets. This new data will be a new resource to local residents by inclusion in MACRIS. In addition, the information will be added as a new layer of Grafton's GIS data, and will be included on the statewide GIS as well.

Grafton is well-suited to oversee the inventory process. The Assistant Town Administrator, Town Planner and Assistant Town Planner will provide technical assistance in the consultant hiring process, and will assist the Commission in the management of the project. Since the Commission's annual budget is only \$3,000, financial assistance to conduct the survey will be needed. Historic Preservation projects using local Community Preservation Act funds have been well-received and supported at Town Meeting over the past ten years, and this project can also be expected to receive Town support to cover the required 50% match of the project cost.

Once completed, the updated survey will be a resource that will document and preserve Grafton's cultural history for residents of Grafton, the Commonwealth, and beyond. With MHC's assistance, this critical project can be undertaken before additional resources are lost.

ATTACHMENT A

**FISCAL YEAR 2019
SURVEY AND PLANNING GRANT - FULL APPLICATION**

**COVER SHEET FOR APPLICATION PROPOSAL
DEADLINE – MONDAY, FEBRUARY 11, 2019**

1. Project Title: Update of Grafton's 1991 Inventory of Historic, Architectural, Landscape and Archaeological Resources
2. Project Type: Survey
3. Community/Communities: Grafton
4. Local Project Coordinator: Joe Laydon, Town Planner

Address: Grafton Municipal Center
30 Providence Road
Grafton, MA 01519

Phone: (508) 839-5335, ext. 1120
Fax: (508) 839-4602
E-mail: laydonj@grafton-ma.gov

5. Amount of Funding Requested: \$ 15,000.00
Local Share: \$ 15,000.00
Total Project Cost: \$ 30,000.00

6. Attachments: (Please check as completed)

<input type="checkbox"/> Work Program	<input type="checkbox"/> Matching Share Information (Attachment C)
<input type="checkbox"/> Narrative Statement	<input type="checkbox"/> Assurances (Attachment B)
<input type="checkbox"/> Budget (Attachment D)	<input type="checkbox"/> Debarment Certification (Attachment E)
	<input type="checkbox"/> Local Historical Commission Comment (If Applicable)

7. Authorized Applicant Signature:

(Signature)

(Name -- please print)

(Title)

(Date)

ATTACHMENT B

ASSURANCES

In consideration of and for the purpose of obtaining a grant from the Department of the Interior, National Park Service, through the Massachusetts Historical Commission, Grafton Historical Commission, Town of Grafton (hereinafter called "Applicant-Recipient") hereby agrees that it will comply with the following:

- A. Grants will be administered in conformance with all applicable federal and state laws, regulations, policies, requirements and guidelines, including OMB Circular A-102 revised (43 CFR 12), policies and procedures of the Historic Preservation Grant-in-Aid Program, and civil rights (Title VI of 1964 Civil Rights Act); non-discrimination on the basis of handicap (Sec. 506 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990); age (the Age Discrimination Act of 1975); equal employment opportunity and labor law requirements of federal grants;
- B. All procurement actions will be conducted in a manner that provides for maximum open and free competition in compliance with federal and state requirements, including OMB Circular A-102 revised (43 CFR 12);
- C. Adequate financial resources will be available for performance (including necessary experience, organization, technical qualifications and facilities) to complete the proposed project or a firm commitment, arrangement or ability to obtain such will be made;
- D. All costs charged to the grant project will be in payment of an approved budget item during the project period and conform to the cost principles of OMB Circular A-87;
- E. An adequate financial management system (and audit procedure when deemed applicable) will be maintained which provides efficient and effective accountability and control of all property, funds and assets. Subgrantees which are state or local governments must comply with the Single Audit Act of OMB Circular A-133; Subgrantees which are non-profit organizations or universities must comply with OMB Circular A-110 outlining audit requirements for non-profit and educational institutions.
- F. Matching share will not consist of funds from the Federal Government under another assistance agreement unless authorized;
- G. Applicant-Recipient will comply with required completion schedule for the project.

The Applicant-Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the United States shall reserve the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees; the person or persons whose signature appears below (is) are authorized to sign this Assurance on behalf of the Applicant-Recipient.

DATE

APPLICANT-RECIPIENT SIGNATURE

TITLE (Chairman of Board of Selectmen, Mayor or Chief Elected Official)

ATTACHMENT C

MATCHING SHARE INFORMATION

1. Cash

Donor: Town of Grafton

Source: Community Preservation Act funds

Amount: \$ 15,000.00

2. In-Kind Services (if applicable)

Donor: _____

Source: _____

Amount: \$ _____

I certify that the matching share identified above is available and will be allocated to the survey and planning project called:

Update of Grafton's 1991 Inventory of Historic, Architectural, Landscape and
Archaeological Resources
(Name of Project)

*Funds are to be approved at Annual Town Meeting on May 13, 2019. The Community Preservation Committee will notify MHC with voter's approval immediately following Town Meeting on May 14, 2019.

(Signature)

(Name -- please print)

(Title)

(Date)

ATTACHEMENT D

BUDGET

	MATCHING (LOCAL) SHARE	FEDERAL SHARE	TOTAL
1. Consultant Services Title/Function Rate per Hour # of Hours or Total Dollars Estimated	\$15,000.00	\$15,000.00	\$30,000.00
2. Personnel - In-Kind (paid) Title/Function Annual Salary % Time to Project			
3. Travel - Rate per Mile _____ # Miles _____			
4. Supplies - (list each item or category)			
5. Other			
TOTAL PROJECT COST	\$15,000.00	\$15,000.00	\$30,000.00

ATTACHMENT E

**Certification Regarding
Debarment, Suspension, Ineligibility and
Voluntary Exclusion**

Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, **Debarment and Suspension**, 43 CFR Part 12, Section 12.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are included in the proposal package. For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C Streets, N.W., Washington, D.C. 20240.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

DI-1954

(9/88)

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Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Cindy Ide

From: Rebecca Meekins
Sent: Wednesday, January 16, 2019 7:09 PM
To: john_stephens1@verizon.net
Cc: Cindy Ide; Tim McInerney
Subject: Re: BOS signature needed for Historical Commission grant

Hi john

We'd want to get you on an agenda so they can take a vote. Next 2 meetings are the 22nd and the 5th.

On Wed, Jan 16, 2019 at 5:50 PM <john_stephens1@verizon.net> wrote:
Becca-

What's the process to get BOS to sign an application for funding for a Historical Survey and Planning grant? I'm working on it now and I think it's due February 11. It is a matching grant requesting \$15K from MHC and \$15K from CPC.

Thanks.

John Stephens

--

Rebecca Meekins
Assistant Town Administrator
Town of Grafton
30 Providence Road
Grafton, MA 01519

(p) 508-839-5335
(f) 508-839-4602
meekinsr@graffton-ma.gov

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4 (g) NEW BUSINESS – CHANGE ORDER SPENDING LIMIT/THRESHOLD

As done in the past on other larger scale projects, the Board will be asked to set a Change Order Spending Limit Threshold of \$25,000 for the DPW & Library Building Projects. These “administrative” limits allow for more flexibility for the Administrator and the OPM to sign change orders and to make decision without getting board members together for a posted public meeting. In the past we could approve “up to” amounts but all other items go before the Selectmen for approval.

4. (h) NEW BUSINESS – Vote To Ratify Police Contract

(Executive Session)

The Board will enter into executive session for the purpose of ratifying the police contract.

Review Executive Session Minute

8. MINUTES – January 15 and January 22, 2019

The board will be asked to review and if in agreement, approve the meeting minutes of January 15th and 22nd.

MOTION:

I move the board vote to accept the meeting minutes of January 15, 2019 as presented.

I move the board vote to accept the meeting minutes of January 22, 2019 as presented.



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext 1100 • FAX (508) 839-4602
www.grafton-ma.gov

BOARD OF SELECTMEN

Meeting Minutes

January 15, 2019

Municipal Center, Conference Room A

7:00 p.m.

A regular meeting was called to order at 7:00 p.m. Present was Chairman Sargon Hanna, Jennifer Thomas, Clerk, Bruce Spinney, Craig Dauphinais and Edward Prisby. Also present, Timothy McInerney, Town Administrator and Rebecca Meekins, Assistant Town Administrator.

Chairman Hanna read the following announcements. A reuse and recycle event was being held on January 19th from 9:00 a.m. to 1:00 p.m. on the Tufts property. Friday, February 1st from 5-8pm there would be an Ice Skating Party hosted by the Recreation Department. The event would be held at the rink located at Mill Villages Park. February 1st was the deadline to file for abatement with the Assessor's Office. April 1st was the deadline to file for a tax exemption with the Assessor's Office; applications were on the web site and in the Assessor's Office.

RESIGNATIONS

A motion was made by Mr. Spinney to accept the resignation of Ken Sherman from the Trustees of Soldiers Memorials. Motion seconded by Mr. Dauphinais. Motion carried 5-0. A letter of thanks would be sent on the Selectmen's behalf.

Appointments

Board of Selectmen

The Townhouse Oversight Committee submitted a letter dated Jan 10, 2019 requesting the board disband the committee. They felt they had completed their charge with the renovations and a master lease in place. A motion was made by Mr. Spinney to disband the Townhouse Oversight Committee. Motion seconded by Mr. Dauphinais. Motion carried 5-0. Letters of thanks would be sent on the Selectmen's behalf. Mr. Hanna stated this group worked exceptionally hard on this charge and he truly appreciated the dedication noting some members served for 10 years.

A motion was made by Mr. Spinney to appoint Kimberly Bagni to the Grafton Historical Commission. Motion seconded by Mr. Dauphinais. Motion carried 5-0.

Town Administrator Appointments - None

New Business

One Day Beer and Wine Application (Tufts) - A motion was made by Mr. Spinney to approve the one day beer and wine licenses for events at the Cummings School of Veterinary Medicine at Tufts University for the following dates: February 6, March 6, April 3 and May 8, 2019. Motion seconded by Mrs. Thomas. Motion carried 5-0.

One Day Beer and Wine Application (Apple Tree Arts) - A motion was made by Mr. Dauphinais to approve one day beer and wine licenses for events at Apple Tree Arts on the following dates, January 26th, February 8th and February 9th, 2019. Motion seconded by Mrs. Thomas. Motion carried 5-0.

Mr. Hanna recused himself from this item.

Music License – Reunion Tap & Table - A motion was made by Mr. Spinney to approve the music license for Reunion Tap & Table. Motion seconded by Mrs. Thomas. Motion Carried 5-0. It was noted that inspections had been done and the required circuits are in place for safety purposes. Mr. Hanna returned to the meeting.

As part of an annual application process, the Selectmen prepared a proclamation for Arbor Day. Mrs. Thomas read the proclamation naming Arbor Day, April 26, 2019. A motion was made by Mr. Spinney to designate the Chairman to sign the Arbor Day Proclamation. Motion seconded by Mr. Dauphinais. Motion carried 5-0.

Mr. Dauphinais asked who the tree warden was. He has received call from residents with concerns. Mr. Dauphinais asked if there was a process for tree inspections. Mr. McInerney said the DPW crew should be looking out for and report any potential tree problems accordingly. Lately, with recent infestations, there had been a lot of dead trees and limbs. Mr. Dauphinais asked Mr. McInerney to be sure and relay that message to Mr. Cournoyer and Mr. Gallagher. Mr. Prisby suggested a public awareness video; teach people what to be looking for such as broken limbs, diseases and then how to report it. It was also noted that folks can use "See Click Fix" for reporting tree issues. Mr. McInerney also said the town had to be aware that in some cases, when a tree comes down, one needs to go back. A replacement plan was needed. Mr. Dauphinais wants to see a substantial caliber of trees, in the replacement program.

Bag Fee Increase – As part of the budget process, Mr. McInerney brought this item forward as a potential revenue source to help maintain the Town's sanitation budget based on where they see these costs going. Ms. Meekins gave a brief outline of the program. The PAYT program had been in place for approximately 9 years. Its purpose was to reduce trash in the waste stream, increase recycling, reduce costs associated with trash tipping fees and continue to provide curbside trash and recycling pick up to residents. Fees were raised once, 2 years ago. There was a reduction in bag orders after that increase but it may likely be the roll out of the textile program (Simple Recycling) that year. Recycling numbers were about the same which is what made her think it was associated with the textile company. Ms. Meekins outline the changes

84 expected to be seen in FY20. Manufacturing cost of the bags would be increasing, an
85 overall cost of .41 per case. The manufacturer is WasteZero noting they are the only
86 company that offers the draw string bags. Tipping cost and curbside collections had
87 contractual increases in FY20. Mr. Prisby asked if the quality would increase as well.
88 He felt the bags quality had decreased over the past several months. They were
89 breaking at the draw string. He also asked if there was an option to buy your own bag
90 and place a sticker on it. Stickers had been considered in the beginning, there were just
91 too many logistic problems. Due to the complaints on the quality, Mr. McInerney
92 suggested inviting WasteZero in to a meeting for a demonstration/presentation. The
93 drawstrings were more convenient to people, and the residents have preferred them.
94 The other options were wave top or twist ties. Mr. McInerney stated the mill/thickness
95 of the bag would be the same whether it was drawstring or wave top. Mr. Dauphinais
96 wants a quality bag if we are going to increase. If the board wanted, Mr. McInerney
97 could check with other companies. If agreed upon, the bags would go up ten cents per
98 bag bringing the small roll up to up \$5.00 and the large roll up to nine dollars. Based on
99 sales as they are today, this could yield approximately \$60,000 in revenue for the town.
100 The board took no action; this would be brought back after the numbers were in from
101 the state.

102 **Selectmen Reports - None**

103 **Town Administrator Report** - Mr. McInerney signed a FEMA Reimbursement for the
104 March 2018 storm. The storm cost over \$100,000 and reimbursement would be
105 \$66,000 going back to the general fund. The Planning Board would hold an outreach
106 meeting on February 11th to discuss the zone changes. There will be more detailed
107 information to follow. Mr. McInerney met with Gen Bernat to discuss ideas in the Mill
108 Village area. He would be attending the Feb 11th meeting to discuss ways to move
109 forward to develop the site. The Board would like to have him into a future meeting to
110 discuss his plans noting it had been years since his plans were last discussed. MASS
111 DOT would be scheduling a design hearing for Main Street; it was tentatively set for
112 February 27th. Mr. McInerney planned to have the Pine Street land transfer document
113 ready for the Feb 5th meeting. The town voted at the May town meeting to partner with
114 the State. The state will transfer the land to the town for \$1.00 then the town will work
115 on marketing and development. The Board was reminded of the Tri Corn meeting on
116 January 30th. The Chief of Police per his contract notified the town that he wishes to
117 remain on as Chief. Mr. McInerney would move forward with extending his appointment
118 and contract. Annual Reports were due in the office by February 8th. The last update,
119 the Governors budget was due to be out on Friday.

120 **Correspondence - None**

121 **Discussion:**

122 **Town Administrator Evaluation:** Mr. Hanna wanted this process to begin sooner rather
123 than later which is why he placed it on the agenda. Mr. McInerney gave a brief
124 overview of the process. His last review was April 2017 when his contract was
125 extended and began April 2018. The Board was given a packet with his last evaluation
126 and excerpts of the Charter along with the Town Administrator goals. The Board was

127 also given a goal sheet; each member was to complete the sheet and return it to Mr.
128 Hanna prior to the meeting on the Feb 5th. Mr. McInerney also handed out blank
129 evaluation forms and gave direction on how it had been done in the past noting the
130 document had been created by a consultant. Mr. Hanna would like the forms back as
131 soon as possible then they could collaborate. He would also request two goals apiece
132 which will be discussed and incorporated.

133 Tri-Com Meeting Expectations – Mr. Hanna reminded all that the meeting was schedule
134 for January 30, 2019. He wanted to be sure that everyone understood the meeting was
135 to discuss budget needs and what the Town can offer now and over the next 5 years.
136 Mr. Hanna wanted to make sure Mr. McInerney was prepared therefore; each member
137 should get their questions or requests in advance to him.

138 **Meeting Minutes - None**

139 **Executive Session - None**

140 At 8:20 p.m. a motion was made by Mr. Spinney to adjourn. Motion seconded by Mrs.
141 Thomas. Motion carried 5-0.

142 Respectfully submitted,

143

144 Cindy Ide
145 Administrative Assistant/Recording Secretary

146

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TOWN OF GRAFTON
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BOARD OF SELECTMEN

MEETING Minutes

January 22, 2019

Municipal Center, Conference Room A
7:00 p.m.

A regular meeting was called to order at 7:00 p.m. Present was Chairman Sargon Hanna, Jennifer Thomas, Clerk, Bruce Spinney and Edward Prisby. Also present, Rebecca Meekins, Assistant Town Administrator and Cindy Ide, Administrative Assistant/Recording Secretary. Craig Dauphinais was absent.

Scheduled

Class II License – Jim's Auto Service, James Deorsey, 141 Main Street

Mrs. Thomas read the public hearing notice. A motion was made by Mr. Spinney to open the public hearing. Motion seconded by Mrs. Thomas, motion passed 4-0. James Deorsey was present to give a brief overview of his business plan at 141 Main Street. Currently, it is a general auto repair service station called Jim's Auto Service. As another source of revenue he'd like to add a few used cars for sale, initially thinking 5-6 cars. Mr. Deorsey stated he also owned the property at 139 Main Street therefore depending on how well sales were, he may increase the amount in the future. Mr. Deorsey explained where the cars would be displayed, he would be keeping repair cars on one side and sale cars on the other side of the property. Mr. Sargon asked that he keep the sight lines open for entrance and egress onto 122A. There were no comments from the public. A motion was made by Mr. Spinney to close the public hearing. Motion seconded by Mrs. Thomas. Motion to closed hearing carried 4-0. A motion was made by Mr. Spinney to approve, a Class II License for Jim's Auto Service, 141 Main Street, S. Grafton MA. Motion seconded by Mr. Prisby. Motion carried 4-0.

Resignations - None

Appointments – None

New Business

Traffic Safety Committee: Chief Normand Crepeau Chairman of the Traffic Safety Committee presented the committee' requests. The TSC met on January 9, 2019 to review and discuss several petitions before them. The chief gave a brief outline of each and the recommendation of the committee as follows:

Carroll Road/Speeding Concerns: Due to an inability to legally stripe the road width and the inability to legally place speed limit signs without doing a traffic study, the Traffic

47 Safety Committee recommends the placement of "thickly settled" signs on both sides of
48 the road at the discretion of the DPW.

49
50 Kaye Circle / Speeding Concerns: Due to the lack of any speed signs and the danger of
51 driving at the prima facie speed of 30 MPH the Traffic Safety Committee voted to
52 recommend the placement of "15 MPH" advisory signs on both sides of the road and do
53 so at the discretion of the DPW.

54
55 Elwood St / Speeding Concerns: After discussing the lack of sidewalks, a dangerous
56 utility pole and the inability to legally place speed limit signs without doing a traffic study,
57 the Traffic Safety Committee recommends the placement of a "thickly settled" sign along
58 with a "25 MPH" advisory sign on both sides of the road at the discretion of the DPW.

59
60 Grafton Upton Railroad Crossing Improvements, signal modification, intersection
61 reconfiguration and direction modification (East St): After discussions regarding traffic
62 congestion during commute times, upgrading & retiming signals, and the disruption of
63 neighborhood streets (Ray and Prospect) with possibly East Street restriction, the Traffic
64 Safety Committee recommends the Selectmen review the presentation of GURR and
65 hire an engineering firm to conduct a peer review of all information presented. Ms.
66 Meekins noted there were funds in the budget to handle a study but would also reach out
67 to CMRPC for funding as well. John DeWaele, representing the GURR was present to
68 give a very brief overview of their intent in the area. They did not have a timeline for the
69 crossing as of yet stating first and foremost they wanted to make the crossing safe with
70 gates and lights. The gate crossing was still in the plan regardless of whether the other
71 suggested roadway and intersection improvements happened. They would be working
72 with MassDOT for funding as well. The project was evolving quickly. Mr. Spinney would
73 like all the work lumped together, partner with the GURR with a traffic study. It would be
74 best to avoid coming back later to fix signals and intersections. The Chief, Town
75 Engineer and DPW Director should work closely with the GURR so this is a smooth
76 process. There was also discussion on changing East Street to one way heading
77 easterly between Waterville and Prospect Streets. This would be a large undertaking,
78 and would need input from residents and public hearings. Mr. Prisby suggested the
79 group (GURR, Chief Crepeau, DPW Director & the Town Engineer) keep the Town
80 Planner in the loop as well. The Town would look into an independent Traffic Study and
81 have the GURR back in to discuss further. A motion was made by Mr. Spinney to
82 approve the recommendations of the Traffic Safety Committee for items 1, 2 & 3 Carroll
83 Rod, Kaye Circle and Elmwood Street) as presented. Motion seconded by Mrs. Thomas.
84 Motion carried 4-0. For Item 4, Grafton Upton Railroad, the board agreed to move
85 forward with a traffic study as presented by the Traffic Safety Committee.

86
87 Mr. Hanna recused himself from the discussion. Peter DeCaro, CEO of Medicinal
88 Alternatives was present to give an informal presentation on his Medical Marijuana
89 facilities. Also present was Tony Vanais, Director of Cultivation and a part of the
90 executive team. Mr. Vanais had been in the cannabis business for 15 years, 4 of them in
91 Massachusetts. Mr. DeCaro expressed their interest in opening an adult use marijuana
92 facility in Grafton (retail storefront). A slide presentation was given. Mr. DeCaro
93 reviewed what was done so far in Douglas, what they planned to do in the future;

including their timelines. They had a state of the art facility (in Douglas) which was vertically integrated, supplying all their own products. The location identified in Grafton was 135 Westboro Road in North Grafton. It was important to them to perform the necessary studies and work with all departments to give full transparency. They hoped to occupy 2500 to 3500 square feet. They insure they had high end security and would partner with the local law enforcement. The benefits to the town would be employment, monetary benefits with a host agreement and they offered consistency, predictability and reliability. Mr. DeCaro encouraged a site tour should the board wish to see their facility. They had met informally with the planning board to discuss their intent. They would be discrete and not a nuisance to the public and/or the immediate neighbors. There would be no consumption on the premises however it was not restricted; it was their choice not to have this. Mr. DeCaro outlined the next steps with the town and CCC. With the CCC they would need to obtain a provisional license, submit architectural plans to the CCC for approval, and obtain a final license from the CCC. On the town level, they would hold community outreach meetings, execute a Host Community Agreement and undergo ongoing coordination and oversight from various municipal departments such as Police Fire Building and Planning. Realistically he felt the process; including construction & meeting all the requirements of both the CCC and the Town would keep it from opening until 2020, the process would have to move faster for 2019. Mrs. Thomas asked if they were reaching out to other communities as well. Mr. DeCaro wanted to remain in Worcester County and absorb the majority of their retail licenses in this area. Mr. Spinney asked the size of the property, it was believed to be 7,800 square feet; their goal was to keep it relatively small and not affect the current tenants. Mr. Spinney noted the construction in that area slotted for this summer. Mr. Prisby had visited a cultivation facility recently noting it was very safe and secure, similar to a bank. He felt the property at 135 Westboro Road was not typical for this type of business. He'd like to see the plans and layout when ready. Mr. Prisby, had concerns with traffic impacts and parking asking how this would be handled. Mr. DeCaro said until they dive fully into this, it was hard to answer, but those issues would be part of the overall analysis. However, offsite parking with valet or busing would be considered if needed. Mr. DeCaro felt 135 Westboro Road was a good location to service abutting towns and support the Worcester store. Ultimately, Mr. DeCaro was looking for the BOS support. Mr. Spinney stated he was in favor of this; they were a source of great revenue for the town and the town voted for this. Mrs. Thomas stated she was general in favor of these facilities. Her questions were answered this evening professionally and they seemed to know the business. This made Mrs. Thomas comfortable with moving forward. Mr. Prisby stated Grafton voted yes for this, it was zoned correctly and the presentation this evening was professional. Mr. Prisby felt Mr. DeCaro was on the right track and he supported them. Mr. DeCaro would reach out to Mr. McInerney to discuss the host agreement and potentially a letter of non opposition for the Selectmen. Mr. DeCaro would be in touch.

Fire Staffing Study Review – postponed

Selectmen & Town Administrator Reports: On behalf of the Affordable Housing, Mr. Spinney had a conference call with the Town Administrator and Town Counsel regarding the 20 Creeper Hill property going to auction. There were many nuances involved noting the town may be able to bid on it using some of the AHT funds. They would further

140 discuss the process and how to participate. Mr. Spinney would report back at a later
141 date.

142
143 Mr. Hanna confirmed the Tri Com meeting scheduled for January 30th. He suggested
144 checking with Mr. DeToma to see if it would be recorded or run live.

145
146 Ms. Meekins gave a brief report to the Selectmen; February 5th would be the budget
147 presentation. The Fire Staffing Study would be rescheduled. No date as of yet. The
148 Cable Studio project at the old police station would be mobilizing next week. The
149 estimated time frame was 4 months. The Town received the Government Finance
150 Officers (GFOA) award for a second year. Ms Meekins thanked everyone who worked
151 on or was involved in the budget process.

152
153 **Correspondence – None**

154
155 **Discussion Items - None**

156
157 At 7:45 p.m. a motion was made by Mr. Spinney to enter into executive Session with
158 respect to litigation. Motion carried by Roll Call Vote: Spinney: aye, Thomas: aye,
159 Hanna: aye, and, Prisby: aye. To discuss these matters in open session may have a
160 detrimental effect on the litigating position of the town. Mr. Hanna stated the Selectmen
161 would not return to open session; the board would adjourn from Executive session.

162
163
164 Respectfully submitted,

165
166
167 Cindy Ide, Administrative Staff/Recording Secretary

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